



Lori A. Shibnette  
Commissioner

Lori A. Weaver  
Deputy Commissioner

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
OFFICE OF THE COMMISSIONER

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-9200 1-800-852-3345 Ext. 9200  
Fax: 603-271-4912 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

9 mar

June 15, 2022

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Office of the Commissioner, to enter into a **Sole Source** contract with Collective Medical Technologies, Inc. (VC# 334818), Holladay, UT, in the amount of **\$4,406,980** for a real-time event notification system, with the option to renew for up to five (5) additional years, effective upon Governor and Council approval through March 31, 2027. 78% Federal Funds, 22% General Funds.

Funds are available in the following accounts for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Years 2024, 2025, 2026, and 2027, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

**05-95-095-954010-59520000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS: COMMISSIONER'S OFFICE, OFFICE OF INFORMATION SERVICES, OFFICE OF INFORMATION SERVICES**

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for Prog Svc	TBD	\$800,000
			<b>Subtotal</b>	<b>\$800,000</b>

**05-95-047-470030-93150000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF HHS: OFC MEDICAID SERVICES; DIVISION OF MEDICAID SERVICES; BENEFICIARY SERVICE IMPROVEMENT**

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	034-500099	Capital Projects	TBD	\$1,007,995
			<b>Subtotal</b>	<b>\$1,007,995</b>

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 2 of 3

**05-95-047-470010-80090000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF HHS: OFC MEDICAID SERVICES; DIVISION OF MEDICAID SERVICES; MEDICAID MANAGEMENT INFORMATION SYSTEM**

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Svc	TBD	\$75,000
2024	102-500731	Contracts for Prog Svc	TBD	\$75,000
2025	102-500731	Contracts for Prog Svc	TBD	\$686,193
2026	102-500731	Contracts for Prog Svc	TBD	\$881,396
2027	102-500731	Contracts for Prog Svc	TBD	\$881,396
			<b>Subtotal</b>	<b>\$2,598,985</b>
			<b>Total</b>	<b>\$4,406,980</b>

**EXPLANATION**

The Contractor implemented the event notification system, to easily, accurately, and quickly communicate emergency notifications and critical alerts to healthcare staff, as part of the work completed under the Integrated Delivery Networks agreements. The event notification system was implemented as part of the statewide 1115 waiver and Delivery System Reform Incentive Payment program across the New Hampshire hospitals and over 140 federally qualified health centers. Delivery System Reform Incentive Payment program funding expired December 31, 2020; however, most of New Hampshire's Integrated Delivery Networks (IDNs) were able to budget funding through the calendar year 2021 to continue their critical work improving patient health outcomes by leveraging the Contractor's platform.

This request is **Sole Source** because the Contractor is uniquely qualified as they are the only vendor that can provide maintenance and support to the existing event notification system the healthcare providers across the State have implemented. The Department is requesting to enter into an agreement to ensure the existing framework implemented can continue and is operable. Continuity of the system allows for healthcare providers in the state to be in compliance with the Center for Medicare and Medicaid Services (CMS) Interoperability and Patient Access Final Rule. Implementing an alternative system could have major impact to the existing notifications system, increased costs for implementation, and delayed services to individuals in the State of New Hampshire.

The purpose of this request is for the Department to purchase a statewide subscription to the Contractor's 'Emergency Department Optimization' program on behalf of hospitals in New Hampshire including New Hampshire Hospital and Hampstead Hospital, a 'Subscriber Platform' on behalf of ambulatory clinics, behavioral health clinics, and Skilled Nursing Facilities. The benefits of the statewide event notification network include:

- Tracking of frequent emergency department use in the behavioral health population.
- Providing intervention to potentially avoid emergency department visits.
- Providing follow-up after emergency department visit for mental illness within 30 days.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 3 of 3

- Providing follow-up after emergency department visit for alcohol and other drug dependence within 30 days.

Currently, the Contractor's platform receives over 2,000 logins each month across 148 portals in the state with more than 16,000 notifications sent on patients meeting various risk criteria. With the implementation of the Contractor's platform, emergency department visits have trended down 2% statewide (pre-COVID). In addition, for high utilizing patients for whom a care insight, custom messaging from the provider regarding the patient's care that is shared with all treating providers, there was a decrease in ED utilization by 12.8%.

The Department will monitor services by assessing aggregate de-identified data to create metrics to assess the health of the system in production, including the ability to produce the key performance indicators, and a process to collect and monitor the health metrics, and to trigger an escalation process if necessary.

As referenced in Exhibit A of the attached agreement, the parties have the option to extend the agreement for up five (5) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval.

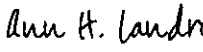
Should the Governor and Council not authorize this request the systems being utilized around New Hampshire will go un-utilized. There will be delays to the clients being served by creating delayed notifications for admissions, discharge and transfer between acute care facilities and ambulatory sites.

Area served: Statewide

Source of Federal Funds: Assistance Listing Number #93.778, FAIN #2205NH5ADM

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

DocuSigned by:  
  
24B8B37EDBEB488...

Lori A. Shibinette  
Commissioner



**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**  
27 Hazen Dr., Concord, NH 03301  
Fax: 603-271-1516 TDD Access: 1-800-735-2964  
[www.nh.gov/doi](http://www.nh.gov/doi)

**Denis Goulet**  
*Commissioner*

June 15, 2022

Lori A. Shibinette, Commissioner  
Department of Health and Human Services  
State of New Hampshire  
129 Pleasant Street  
Concord, NH 03301

Dear Commissioner Shibinette:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Collective Medical Technologies, Inc., of Holladay, UT, as described below and referenced as DoIT No. 2022-116.

The Department of Health and Human Services (DHHS), Office of the Commissioner, requests approval to enter into a contract with Collective Medical Technologies, Inc. to procure real-time event notification system.

The cost of the contract is not to exceed \$4,406,980.00 and it shall become effective upon Governor and Council approval through March 31, 2027.

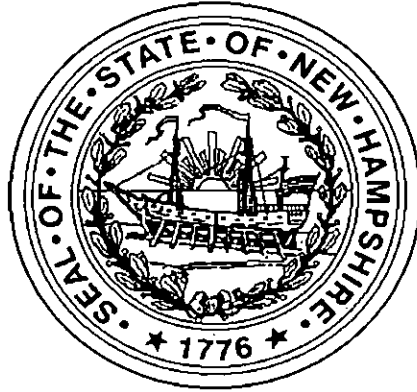
A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

A handwritten signature in black ink that reads "Denis Goulet".

Denis Goulet

DG/RA  
DoIT #2022-116  
cc: Michael Williams, IT Manager, DoIT



STATE OF NEW HAMPSHIRE

The Department of Health and Human Services

Event Notification:

DHHS - SS-2022-OCOM-09-EVENT-01

**STATE OF NEW HAMPSHIRE**  
**THE DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**SS-2022-OCOM-09-EVENT-01 - Event Notification**  
**TABLE OF CONTENTS**

---

**Contents**

EXHIBIT A - SPECIAL PROVISIONS..... 9

EXHIBIT B – STATEMENT OF WORK (SOW) BUSINESS AND TECHNICAL  
REQUIREMENTS AND DELIVERABLES ..... 15

1. STATEMENT OF WORK..... 15

2. BUSINESS REQUIREMENTS..... 19

3. TECHNICAL REQUIREMENTS ..... 20

4. DELIVERABLE, ACTIVITY, OR MILESTONE ..... 20

5. [RESERVED] ..... 20

6. [RESERVED] ..... 21

7. [RESERVED] ..... 21

8. WEBSITE AND SOCIAL MEDIA ..... 21

9. STATE OWNED DEVICES, SYSTEMS AND NETWORK USAGE..... 21

10. [RESERVED] ..... 22

11. CHANGE ORDER ..... 22

12. IMPLEMENTATION SERVICES ..... 23

13. PROJECT MANAGEMENT ..... 23

14. WORK PLAN..... 26

15. DATA PROTECTION..... 26

16. SOFTWARE AGREEMENT ..... 26

17. ADMINISTRATIVE SERVICES..... 26

18. TRAINING ..... 26

19. TERMS AND DEFINITIONS ..... 26

20. CONTRACTOR’S CERTIFICATES ..... 26

EXHIBIT C – PRICE AND PAYMENT SCHEDULE..... 28

1. CONTRACT PRICE..... 28

2. TRAVEL EXPENSES ..... 28

3. SHIPPING FEES ..... 28

4. INVOICING ..... 28

5. INVOICE ADDRESS ..... 28

**STATE OF NEW HAMPSHIRE**  
**THE DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**SS-2022-OCOM-09-EVENT-01 - Event Notification**  
**TABLE OF CONTENTS**

---

6. PAYMENT ADDRESS .....	29
7. OVERPAYMENTS TO THE CONTRACTOR .....	29
8. CREDITS .....	29
9. [RESERVED] .....	29
10. PAYMENT SCHEDULE .....	29
EXHIBIT D – SOFTWARE AGREEMENT .....	31
1. LICENSE GRANT .....	32
2. SOFTWARE TITLE .....	33
3. [RESERVED] .....	33
4. RESTRICTIONS .....	33
5. VIRUSES .....	34
6. AUDIT .....	34
7. SOFTWARE NON-INFRINGEMENT .....	34
8. CONTROL OF ALL COMPONENT ELEMENTS .....	35
9. [RESERVED] .....	36
10. [RESERVED] .....	36
11. “”HIPAA and Related Compliance .....	36
12. Compliance in Using, Disclosing, and Obtaining Data .....	36
EXHIBIT E – ADMINISTRATIVE SERVICES .....	42
1. DISPUTE RESOLUTION .....	42
2. ACCESS AND COOPERATION .....	42
3. RECORD RETENTION .....	43
4. ACCOUNTING .....	43
5. AUDIT .....	43
6. MISCELLANEOUS WORK REQUIREMENTS .....	43
EXHIBIT F – TERMS AND DEFINITIONS .....	46
EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES .....	51
1. ATTACHMENTS .....	51
2. CONTRACTOR CERTIFICATES .....	51

*Remainder of this page intentionally left blank*

**STATE OF NEW HAMPSHIRE**  
**THE DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**SS-2022-OCOM-09-EVENT-01 - Event Notification System**  
**STATE OF NEW HAMPSHIRE GENERAL PROVISIONS - P37**

FORM NUMBER P-37 (version 12/11/2019)


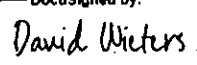

**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.


## AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

## GENERAL PROVISIONS

## 1. IDENTIFICATION.

1.1 State Agency Name The Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Collective Medical Technologies, Inc.		1.4 Contractor Address 4760 S. Highland Drive #217 Holladay, UT, 84117	
1.5 Contractor Phone Number (801)916-0606	1.6 Account Number 05-95-095-954010- 59520000; 05-95-047- 470030-93150000; 05-95- 047-470010-80090000	1.7 Completion Date March 31, 2027	1.8 Price Limitation \$4,406,980
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9637	
1.11 Contractor Signature DocuSigned by:  Date: 6/14/2022		1.12 Name and Title of Contractor Signatory Julieann Esper Rainville President	
1.13 State Agency Signature DocuSigned by:  Date: 6/15/2022		1.14 Name and Title of State Agency Signatory David Wieters Director IS	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 6/15/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Page 4 of 51  
 Contractor Initials:   
 Date: 6/14/2022



**STATE OF NEW HAMPSHIRE**  
**THE DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**SS-2022-OCOM-09-EVENT-01 - Event Notification System**  
**STATE OF NEW HAMPSHIRE GENERAL PROVISIONS - P37**

**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion

Page 5 of 51  
Contractor Initials:  
Date: 6/14/2022

ds  
JER

**STATE OF NEW HAMPSHIRE**  
**THE DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**SS-2022-OCOM-09-EVENT-01 - Event Notification System**  
**STATE OF NEW HAMPSHIRE GENERAL PROVISIONS - P37**

Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**9. TERMINATION.**

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

**10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91A or other existing law. Disclosure of data requires prior written approval of the State.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a

Page 6 of 51  
Contractor Initials:  
Date: 6/14/2022

OS  
JER

**STATE OF NEW HAMPSHIRE**  
**THE DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**SS-2022-OCOM-09-EVENT-01 - Event Notification System**  
**STATE OF NEW HAMPSHIRE GENERAL PROVISIONS - P37**

transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**17. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**18. CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

**19. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

Page 7 of 51  
Contractor Initials: \_\_\_\_\_  
Date: 6/14/2022

DS  
JER

**STATE OF NEW HAMPSHIRE**  
**THE DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**SS-2022-OCOM-09-EVENT-01 - Event Notification System**  
**STATE OF NEW HAMPSHIRE GENERAL PROVISIONS - P37**

---

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

DS  
JER

**STATE OF NEW HAMPSHIRE**  
**THE DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**SS-2022-OCOM-09-EVENT-01 - Event Notification System**  
**EXHIBIT A – SPECIAL PROVISIONS**

---

**EXHIBIT A - SPECIAL PROVISIONS**

The terms outlined in the P-37 General Provisions are modified as set forth below:

**A.1 Provision 3, Effective Date/Completion of Services, is updated with the following addition:**

3.3 The Term may be extended up to Five (5) years(s), (“Extended Term”) at the sole option of the State, subject to the parties prior written Agreement on applicable fees for each extended Term, up to but not beyond June 30, 2032 under the same terms and conditions, subject to approval of the Governor and Executive Council.

**A.2 Provision 5, Contract Price/Price Limitation/ Payment, is updated with the following addition:**

5.5 The State’s liability under this Agreement shall be limited to monetary damages not to exceed the contract price pursuant to Paragraph 5.2. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State. Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State.

5.6 The Contractor’s liability to the State for any claims, liabilities, or expenses relating to this Agreement shall not exceed the total price limitation set forth in this Agreement, General Provisions (P-37), Block 1.8. Subject to applicable laws and regulations, in no event shall the Contractor be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Notwithstanding the foregoing, this limitation of liability shall not apply to direct damages that arise from the following: (i) the Contractor’s copyright infringement indemnification obligations set forth in paragraph 13 of the General Provisions of this Agreement; and (ii) intentional fraud, or willful misconduct of the Contractor. This paragraph shall survive termination of this Agreement.

**A.3 Provision 8, Event of Default/Remedies, is updated with the following addition:**

8.2.5 give the Contractor a written notice specifying the event of Default, terminate the agreement as breached, and procure Services that are the subject of the Contract from another source and Contractor shall be liable for reimbursing the State for administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.

<sup>DS</sup>  
JER

**STATE OF NEW HAMPSHIRE**  
**THE DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**SS-2022-OCOM-09-EVENT-01 - Event Notification System**  
**EXHIBIT A – SPECIAL PROVISIONS**

---

**A.4 Provision 9, Termination, is deleted and replaced with the following:**

**9. TERMINATION**

**9.1** Notwithstanding paragraph 8, the State may, at its sole discretion, and with ninety (90) days written notice to Contractor, terminate the Agreement for any reason, in whole or in part. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. The State shall be liable for cost of all Services and Deliverables for which Acceptance has been given by the State, provided through the date of termination but will not be liable for any costs for incomplete Services or winding down the Contract activities. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

Subject to Paragraph 4 of the General Provisions, the Contractor may terminate this Agreement if the States fails to pay undisputed invoices as provided in Exhibit C, Payment Terms, provided that the Contractor gives the State a 60-day written notice and 30 days to cure the default. Except for unpaid invoices, in no event shall the State be liable for loss of profits or any other damages if Contractor terminates the Contract in accordance with this section.

**9.2 Termination Procedure**

**9.2.1** Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require Contractor to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated.

**9.2.2** After receipt of a notice of termination, and except as otherwise directed by the State or as Contractor deems necessary to continue providing EDO and the Subscriber Platform (as both are described in the SOW), Contractor shall:

- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
- b. Promptly, but in no event longer than ten (10) days after termination, terminate its orders and subcontracts related to the work which has been terminated, and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts; with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
- c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of Contractor and in which the State has an interest;
- d. Take no action to intentionally erase or destroy any State Data, which includes State Data held by the Contractor's subcontractors;
- e. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State;

DS  
JER

**STATE OF NEW HAMPSHIRE**  
**THE DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**SS-2022-OCOM-09-EVENT-01 - Event Notification System**  
**EXHIBIT A – SPECIAL PROVISIONS**

---

- f. [RESERVED]
- g. Work with the State to develop a Services and Data Transition Plan per the “Contract End-of-Life Transition” requirement in the Additional Requirements section of this Contract; and
- h. Provide written Certification to the State that Contractor has surrendered to the State all said property.

9.2.3 If the Contract has expired, or terminated prior to the Completion Date, for any reason, the Contractor shall provide, for a period up to ninety (90) days after the expiration or termination, all transition services requested by the State, at a reasonable cost as mutually agreed upon between the Parties, to allow for the expired or terminated portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees (“Transition Services”).

9.2.4 This covenant in paragraph 9 shall survive the termination of this Contract.

**A.5 Provision 10, Data/Access/Confidentiality/Preservation, is updated with the following addition:**

10.4 In performing its obligations under this Agreement, Contractor may gain access to Confidential Information of the State. Confidential Information is defined in the Department of Health and Human Services’ Information Security Requirements Exhibit.

In the event of the unauthorized release of Confidential Information, Contractor shall immediately notify the State’s Information Security Officer, and the State may immediately be entitled to pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

10.5 Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which:

- a. shall have otherwise become publicly available other than as a result of disclosure by the receiving Party in breach hereof;
- b. was disclosed to the receiving Party on a non-confidential basis from a source other than the disclosing Party, which the receiving Party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing Party; or
- c. is disclosed with the written consent of the disclosing Party’s Privacy Officer or designee.

10.6 Contractor Confidential Information. Contractor shall clearly identify in writing all information it claims to be confidential or proprietary upon providing such information to the State. For the purposes of complying with its legal obligations, the

DS  
JER

**STATE OF NEW HAMPSHIRE**  
**THE DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**SS-2022-OCOM-09-EVENT-01 - Event Notification System**  
**EXHIBIT A – SPECIAL PROVISIONS**

---

State is under no obligation to accept the Contractor's designation of material as confidential. Contractor acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by Contractor as confidential or proprietary, the State shall notify Contractor and specify the date the State will be releasing the requested information. At the request of the State, Contractor shall cooperate and assist the State with the collection and review of Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Contractor's sole responsibility and at Contractor's sole expense. If Contractor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to Contractor, without any liability to the State.

**10.7** This covenant in paragraph 10 shall survive the termination of this Contract.

**10.8** Notwithstanding anything to the contrary in this Contract, Collective retains all right, title and interest in and to the Services (as defined in EXHIBIT D), and all intellectual property rights therein.

**A.6** **Provision 12, Assignment/Delegation/Subcontracts, is updated with the following addition:**

**12.3** Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

**12.4** In the event that Contractor should change ownership for any reason whatsoever that results in a change of control of the Contractor, the State shall have the option of:

- a. continuing under the Agreement with Contractor, its successors or assigns for the full remaining Term of the Agreement or for such period of time as determined necessary by the State; or
- b. immediately terminate the Agreement without liability to or further compensation owed to Contractor, its successors or assigns.

**A.7** **The following Provisions are added and made part of the P37:**

**25. FORCE MAJEURE**

Page 12 of 51  
Contractor Initials:  
Date: 6/14/2022

DS  
JER



**STATE OF NEW HAMPSHIRE**  
**THE DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**SS-2022-OCOM-09-EVENT-01 - Event Notification System**  
**EXHIBIT A – SPECIAL PROVISIONS**

---

**25.1** Neither Contractor nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such Party and without fault or negligence of such Party. Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

**25.2** Except in the event of the foregoing, Force Majeure events shall not include the Contractor's inability to hire or provide personnel needed for the Contractor's performance under the Contract.

**26. EXHIBITS/ATTACHMENTS**

The Exhibits and Attachments referred to in and attached to the Contract are incorporated by reference herein.

The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement.

The Contractor shall comply with the terms and conditions in the Information Security Exhibit. All DHHS Exhibits D through K, which are attached hereto and incorporated by reference herein.

**27. NON-EXCLUSIVE CONTRACT**

The State reserves the right, at its discretion, to retain other vendors to provide any of the Services or Deliverables identified under this Agreement. Contractor shall make best efforts to coordinate work with all other State vendors performing Services which relate to the work or Deliverables set forth in the Agreement. The State intends to use, whenever possible, existing Software and hardware contracts to acquire supporting Software and hardware.

**28. GOVERNMENT APPROVALS**

Contractor shall obtain all necessary and applicable regulatory or other governmental approvals necessary to perform its obligations under the Contract.

**29. ORDER OF PRECEDENCE**

In the event of conflict or ambiguity among any of the text within this agreement, the following Order of Precedence shall govern:

- i. State of New Hampshire, Department of Health and Human Services Contract Agreement SS-2022-OCOM-09-EVENT-01.
- ii. Additional Contractor Provided Documents (see Exhibit G)

DS  
JER

**STATE OF NEW HAMPSHIRE**  
**THE DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**SS-2022-OCOM-09-EVENT-01 - Event Notification System**  
**EXHIBIT A – SPECIAL PROVISIONS**

---

*Remainder of this page intentionally left blank*

DS  
JER

**STATE OF NEW HAMPSHIRE**  
**THE DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**SS-2022-OCOM-09-EVENT-01 - Event Notification System**  
**EXHIBIT B – STATEMENT OF WORK**  
**BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

---

**EXHIBIT B – STATEMENT OF WORK (SOW) BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES**

The Statement of Work, Business and Technical Requirements, and Deliverables are set forth below:

**1. STATEMENT OF WORK**

1.1. The purpose of this Agreement is for the Contractor to design, develop, and implement a real time care-coordination solution, to ensure all participating medical providers (herein referred to as “Subscribers”) are connected via one network and to track at a Statewide level trends, the Contractor shall provide the following platforms (herein referred to as “Collective Services”):

- Emergency Department Optimization (“EDO”), platform for New Hampshire Hospitals, to
  - Prevent hospital readmissions and reduce unnecessary admissions from the emergency department.
  - Quickly identify complex patients in real time with notifications and actionable care plan information.
  - Receive real-time notifications – if data is provided to Contractor, prior ED utilization, security concerns, social determinants, prescription histories, advanced directives, and Continuity of Care Documents (CCD) – at the point of care within existing workflows. The notifications can be delivered and viewed via EHR or portal access by approved hospital staff.
  - Identify medically preventable admissions and readmissions and provide resources as necessary.
  - Collaborate with the full community care team to determine a patient’s best path forward.
- Collective Platform (“Subscriber Platform”), for ambulatory clinics, behavioral health clinics, and Skilled Nursing Facilities to:
  - Ensure real-time collaboration with hospitals, health plans, and community providers.
  - Eliminate unnecessary tests and duplicative treatments.
  - Alert facilities and care team members regarding at-risk patients when the patients have a hospital event.
  - Access detailed care histories and guidelines to better identify and diagnose underlying problems
  - Collaborate with health plans, hospitals, Medication Assisted Treatment (MAT) facilities, and other behavioral or mental health providers to deliver consistent patient care.
  - Collaborate with health plans, hospitals, post-acute, behavioral health, and specialty providers to deliver consistent patient care.
  - Motivate patients to manage health in non-acute settings.

DS  
JER

**STATE OF NEW HAMPSHIRE**  
**THE DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**SS-2022-OCOM-09-EVENT-01 - Event Notification System**  
**EXHIBIT B – STATEMENT OF WORK**  
**BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

---

- Collective Platform (“DHHS Platform”), for DHHS programs who have State and Federal beneficiary responsibilities to:
  - Increase visibility into client activity, care and utilizations trends, as well as opportunities to optimize quality programs and value-based care coordination.
  - Track real-time ADT messaging to optimize and expedite notifications of admissions (NOW), streamline utilization managements processes, and enhance internal data repositories.
  - Perform certain functions on behalf of clients related to the Authorized Purposes.
  - Use of the DHHS Platform shall be subject to the Software Agreement.
- 1.2. The Contractor shall work with participating Subscribers to design, develop, implement, transition, maintain, train, market, on-board, and support a subscription-based service, DHHS will pay Subscription Fees for the use of the system by applicable Subscribers.
- 1.3. The Contractor shall provide resources and adequate staffing for onboarding, training, education, and technical assistance to support effective use of the network. The Contractor’s resource, staffing, onboarding, training, education, technical assistance, and other support obligations with Subscribers, shall be outlined separately within the Service Level Agreement (SLA and shall be in accordance with service levels no less stringent than those set forth in Service Level section).
- 1.4. Resources.
  - 1.4.1. The Contractor shall provide resources and staffing for onboarding, training, education, and technical assistance to support effective use of Collective Services. At a minimum the Contractor shall assign a program manager and a strategic implementation manager.
  - 1.4.2. DHHS shall provide appropriate level of staff to interact with the Contractor and ensure the successful and appropriate administration of this Contract and use of the Collective Services by DHHS programs. At a minimum DHHS will commit a Project Manager to oversee contract administration, a Program Manager to oversee adoption and use of the Collective Services by DHHS programs, a Policy Manager to coordinate around data requirements, and a Data Technician to facilitate data files from the State to the Contractor
- 1.5. The Contractor shall provide mutually agreed upon standard public dashboards, which will include metadata to be published on the DHHS external facing data reporting website.
- 1.6. The Contractor shall provide internal confidential reports and dashboards to be published on the DHHS internal facing website, which will include supporting metadata.
- 1.7. The Contractor shall provide data sets and dashboards to DHHS through a mutually agreed upon process (drop to SFTP site, send by email, etc.)
- 1.8. **COVID-19 Support**

DS  
JER

**STATE OF NEW HAMPSHIRE**  
**THE DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**SS-2022-OCOM-09-EVENT-01 - Event Notification System**  
**EXHIBIT B – STATEMENT OF WORK**  
**BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

---

- 1.8.1. The Contractor shall work with DHHS to support COVID-19 reporting, including the ability for the state to make lab data and/or COVID-19 vaccine data available across the network. DHHS shall work with the Contractor to provide this data in the form of a flat file delivered securely to an SFTP site at a regular interval, to-be-determined between DHHS and the Contractor
- 1.8.2. The Contractor shall integrate COVID-19 lab results (positive, pending, or negative) and/or COVID-19 vaccine data from DHHS public health and alert emergency departments in real-time through a COVID-19 Lab and/or Vaccine Flag to support infection control and isolation protocol and informed decision-making. DHHS shall work with the Contractor to define the following: (i) Flag Name - Short and concise convention for the purpose of the flag (20 Characters Max) (ii) Description - Detailed info of the Flag and the proposed action that should be taken when interacting with the patient/member in different care settings. (100 Characters Max) (iii) Priority - The importance of the Flag in relation to other potential Flags that may exist 1 = Highest , 10 = Lowest 4. Show In ED Notifications - (True/False).
- 1.8.3. The Contractor shall provide the COVID-19 and/or Vaccine Flags, as agreed upon with DHHS public health, on Patient Overview Pages to support appropriate care management follow-up by ambulatory, behavioral, and post-acute providers.
- 1.8.4. The Contractor shall develop and deliver data sets and dashboards for data visualization tools for DHHS public health on COVID-19 and other high-risk COVID-19 correlated encounters (e.g., Substance Use, Domestic violence, etc.) as mutually agreed upon.
- 1.8.5. The Contractor shall ensure all data sets and dashboards will be follow reporting guidelines as outlined in the reporting section.

**1.9. REPORTING**

The Contractor shall provide regular reporting on a defined, mutually agreed upon set of data points that informs care coordination, policy making, and DHHS state and federal oversight and reporting requirements, especially around public health and Medicaid, Collective will provide:

**Public Health Reporting**

1.9.1. The Contractor shall provide Quarterly Reports due on or before the fifteenth (15<sup>th</sup>) calendar day of the month following the quarter being reported. This deliverable shall be state-level reports and tableau dashboards on key public health issues and trends (e.g. Flu season reporting). These tableau reports shall be provided to DHHS to publish on DHHS enterprise business intelligence platform. Quarterly reports shall also include the following deliverables:

1.9.1.1. Descriptive narratives on the onboarding and implementation of the Platform Subscription, including:

<sup>DS</sup>  
JER

**STATE OF NEW HAMPSHIRE**  
**THE DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**SS-2022-OCOM-09-EVENT-01 - Event Notification System**  
**EXHIBIT B – STATEMENT OF WORK**  
**BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

---

- 1.9.1.2. List identifying Subscribers and DHHS Programs and specifying whether they are active or in process;
- 1.9.1.3. Basic utilization metrics as agreed upon by the contractor and DHHS; and
- 1.9.1.4. Other information as requested in writing and approved by both Parties.

**Medicaid Utilization Reporting**

- 1.9.2. The contractor shall provide Quarterly Reports due on or before the fifteenth (15<sup>th</sup>) of the month following the quarter being reported. This deliverable shall be state-level reports and tableau dashboards on key Medicaid issues and trends (e.g. ED high-utilization reporting). Quarterly reports will include the following deliverables:
  - 1.9.2.1. Onboarding report identifying Subscribers and DHHS Programs and specifying whether they are active or in process;
  - 1.9.2.2. Basic utilization metrics as agreed upon by the contractor and DHHS; Barriers and recommendations for successful Subscriber outreach and onboarding; and
  - 1.9.2.3. Other information as requested in writing and approved by both Parties.
  - 1.9.2.4. The contractor shall work with DHHS to determine reports and dashboards which support Medicaid priorities and programs and are inclusive of statewide data, as well as any data required to fulfill any federal reporting requirements for funding requests.
- 1.9.3. The Contractor shall participate in at least quarterly review meetings with DHHS to discuss performance under this Agreement. All completion dates listed in this Agreement may be changed by written agreement between the contractor and DHHS's Contract Administrator.
- 1.9.4. To support Medicaid reporting, DHHS will provide to Contractor a roster of Medicaid beneficiaries, updated at least monthly, with sufficient detail for patient matching. This roster will be used to match with members in the system to produce accurate reporting for Medicaid recipients of services.

**1.10. Data Location**

All storage, processing and transmission of State Data shall be restricted to information technology systems within the Continental United States. The Vendor shall not allow its personnel or sub-contractors to store State data on portable devices, including personal computers, except as specified and allowed by the Contract, and then only on devices that are used and kept at its data centers within the Continental United States unless express

DS  
JER

**STATE OF NEW HAMPSHIRE**  
**THE DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**SS-2022-OCOM-09-EVENT-01 - Event Notification System**  
**EXHIBIT B – STATEMENT OF WORK**  
**BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

---

prior written consent is obtained from DHHS Information Security. The Vendor shall permit its personnel and contractors to access State data remotely only to provide technical support and as specified or required by the Contract. Contractor workforce members located in Canada shall be permitted to perform Services under the Contract and to access and use State Data in order to facilitate Contractor's performance of the Services and other obligations under the Contract; provided, however, that Contractor shall continue to store State Data and Protected Health Information solely in the United States.

**1.11. Background Checks**

The Contractor shall conduct criminal background checks, at its own expense, and not utilize any staff, including subcontractors, to fulfill the obligations of the Contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the State's information among the Contractor's employees and agents.

Contractor workforce shall not be permitted to handle, access, view, store or discuss NH DHHS Confidential Data until an attestation is received by the Contractor that all Contractor workforce associated with fulfilling the obligations of this Contract are, based on NH DHHS provided criteria herein and their job responsibility requirements, eligible to participate in work associated with this Contract. Contractor agrees it will initiate a criminal background check re- investigation of all workforce who access DHHS confidential data. The five year period will be based on the date of the last Criminal Background Check conducted by the Contractor or its Agent.

**2. BUSINESS REQUIREMENTS**

Vendor shall be responsible for meeting the Business Requirements associated with this project which are identified below:

- 2.1. The Contractor shall offer solutions that will assist with compliance with the Centers for Medicare and Medicaid Services (CMS) Conditions of Participation (CoP) requirements for Admission Discharge Transfer (ADT) based notifications.
- 2.2. The Contractor shall ensure access to information is role based access and, to the extent information requires consent, is accessible to providers that currently have consent from the individual or their custodian to access the information if applicable requirements are met by Subscribers.

Page 19 of 51  
Contractor Initials:  
Date: 6/14/2022

DS  
JER

**STATE OF NEW HAMPSHIRE**  
**THE DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**SS-2022-OCOM-09-EVENT-01 - Event Notification System**  
**EXHIBIT B – STATEMENT OF WORK**  
**BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

---

- 2.3. The Contractor shall maintain a network of Subscribers which exchange Protected Health Information (“PHI”) for Treatment, Payment, Health Care Operations and Public Health functions as defined under the implementing regulations for the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) at 45 C.F.R. 160 and 164 (the “Authorized Purposes”) in support of the improved delivery of healthcare and related services and as permitted by applicable state and federal law.
- 2.4. The Contractor shall provide software-as-a-service offerings with features, functionality, workflows, and tools to enable the Subscribers to provide informed and coordinated patient care related to the Authorized Purposes.
- 2.5. The Contractor may provide additional software applications, modules, and related services in addition to solutions defined in this SOW. The Contractor may enter into additional agreements directly with Subscribers adherence to, which will include all applicable requirements and exhibits within this SOW.
- 2.6. The Contractor shall provide the Services pursuant to a Master Subscription Agreement and Service Order Form (together, the “Subscription Contracts”) and a Business Associate Agreement entered into directly between the Contractor and each Subscriber.
- 2.7. Furthermore, to the extent that the Contractor or a Subscriber identifies a data integrity/quality issue that does not rise to the level of a Severity Level 1, 2, or 3 Error Service Level section the Contractor agrees to address such data integrity/quality issues on no less than an annual basis to the extent such issues are within Contractor’s control. The State agrees to work collaboratively with Contractor on data quality projects, as needed, including approaching hospitals regarding quality improvement of data feeds.

**3. TECHNICAL REQUIREMENTS**

Vendor shall be responsible for meeting the Technical and Security Requirements identified in **SS-2022-OCOM-09-EVENT-01** Event Notification System Appendix B IT Requirements attachment.

**4. DELIVERABLE, ACTIVITY, OR MILESTONE**

Vendor shall be responsible for meeting the requirements outlined in Exhibit B Business and Technical Requirements – Attachment 1

**5. [RESERVED]**

Page 20 of 51  
Contractor Initials:  
Date: 6/14/2022

<sup>DS</sup>  
JER



**STATE OF NEW HAMPSHIRE**  
**THE DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**SS-2022-OCOM-09-EVENT-01 - Event Notification System**  
**EXHIBIT B – STATEMENT OF WORK**  
**BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

---

6. [RESERVED]

7. [RESERVED]

8. **WEBSITE AND SOCIAL MEDIA**

8.1. Vendor shall agree that if performance of services on behalf of the Department involve using social media or a website to solicit information of individuals, or Confidential data, the Vendor shall work with the Department's Communications Bureau to ensure that any social media or website designed, created, or managed on behalf of the Department meets all of the Department's and NH Department of Information Technology's website and social media requirements and policies.

8.2. Vendor agrees protected health information (PHI), personal information (PI), or other confidential information solicited either by social media or the website maintained, stored or captured shall not be further disclosed unless expressly provided in the contract. The solicitation or disclosure of PHI, PI, or other confidential information shall be subject to the Information Security Requirements Exhibit, the Business Associates Agreement Exhibit and all applicable state rules and state and federal law. Unless specifically required by the contract and unless clear notice is provided to users of the website or social media, the Vendor agrees that site visitation will not be tracked, disclosed or used for website or social media analytics or marketing.

9. **STATE OWNED DEVICES, SYSTEMS AND NETWORK USAGE**

9.1. If Vendor workforce or agent is authorized by the Department's Information Security Office to use a state issued device (e.g. computer, iPad, cell phone) in the fulfilment of this contract they shall:

- a. Sign and abide by applicable Department and NH Department of Information Technology use agreements, policies, standards, procedures and/or guidelines;
- b. Use the information that they have permission to access solely for conducting official state business. All other use or access is strictly forbidden including, but not limited, to personal or other private and non-State use, and that at no time shall Vendor workforce or agents access or attempt to access information without having the express authority of the Department to do so;
- c. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;
- d. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the state. At all times the contractor must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other

<sup>DS</sup>  
JER

**STATE OF NEW HAMPSHIRE**  
**THE DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**SS-2022-OCOM-09-EVENT-01 - Event Notification System**  
**EXHIBIT B – STATEMENT OF WORK**  
**BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

---

agreement executed by the state. Only equipment or software owned, licensed, or being evaluated by the state can be used by the contractor. Non-standard software shall not be installed on any equipment unless authorized by the Department's Information Security Office;

- e. Agree that email and other electronic communication messages created, sent, and received on a state-issued email system are the property of the State of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "state-funded email systems." The Vendor understands and agrees that use of email shall follow Department and State standard policies; and
- 9.2. When utilizing the Department's email system all contractors shall:
- a. Include in the signature lines information identifying the contractor as a non-state employee
  - b. Contain the following embedded confidentiality notice:

**CONFIDENTIALITY NOTICE:** "This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation."

- c. The internet/Intranet is to be used for access to and distribution of information in direct support of the business of the State of New Hampshire according to policy. At no time should the internet be used for personal use.

10. [RESERVED]

11. CHANGE ORDER

- 11.1. The State may propose changes, revisions or request enhancements to the Scope of Work at any time by written Change Order. The State originated changes, revisions or enhancements shall be approved by the Department of Information Technology. Within ten (10) business days of Contractor's receipt of a Change Order, Contractor shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, and the Work Plan.
- 11.2. Contractor may propose a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, and the Work Plan. The State shall acknowledge receipt of Contractor's requested Change Order within five (5) business days. The State Agency, as well as the Department of Information Technology, must review and approve all Change Orders in writing. The State shall be deemed to have rejected the Change Order if the Parties are unable to reach an agreement in writing within 30 days of receipt of the Change Order.

Page 22 of 51  
Contractor Initials:  
Date: 6/14/2022

DS  
JER

**STATE OF NEW HAMPSHIRE**  
**THE DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**SS-2022-OCOM-09-EVENT-01 - Event Notification System**  
**EXHIBIT B – STATEMENT OF WORK**  
**BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

---

- 11.3. Change orders resulting in an increase of Price Limitation, an extension of time for Contract completion or a significant change to the scope of the Contract may require approval by the Governor and Council.
- 11.4. A Change Order which is accepted and executed by both Parties, and if applicable approved by Governor and Council, shall amend the terms of this Agreement.

**12. IMPLEMENTATION SERVICES**

- 12.1. The Contractor shall employ an industry-standard Implementation strategy with a timeline set forth in accordance with the Work Plan:
- 12.2. The Contractor shall manage Project execution and provide the tools needed to create and manage the Project's Work Plan and tasks, manage and schedule Project staff, track and manage issues, manage changing requirements, maintain communication within the Project Team, and Report status.
- 12.3. The Contractor and the State shall collaboratively identify and plan key strategies, communication initiatives, and training plans.

**13. PROJECT MANAGEMENT**

The Contractor shall provide project tracking tools and templates to record and manage Issues, Risks, Change Requests, Requirements, and other documents used in the management and tracking of the project. The State believes that effective communication and Reporting are essential to Project success. The Contractor shall employ effective communication and Reporting strategies to ensure Project success. The Contractor Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract.

The Project requires the coordinated efforts of a Project Team consisting of both Contractor and State personnel. Contractor shall provide all necessary resources to perform its obligations under the Contract. Both the State and the Contractor are responsible for providing all appropriate resources and personnel to manage this Project to a successful completion.

**13.1. The Contractor Key Project Staff**  
**13.1.1. The Contractor's Contract Manager**

Contractor shall assign a Contract Manager who will be responsible for all Contract authorization and administration, including but not limited to processing Contract documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. Contractor's Contract Manager is:

Heidi Ferre  
267-797-4043  
Heidi.Ferre@pointclickcare.com

DS  
JER

**STATE OF NEW HAMPSHIRE**  
**THE DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**SS-2022-OCOM-09-EVENT-01 - Event Notification System**  
**EXHIBIT B – STATEMENT OF WORK**  
**BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

---

**13.1.2. The Contractor's Program Manager**

Contractor shall assign a Program Manager who is qualified to perform or supervise the Contractor's obligations under this Agreement. Contractor's Program Manager is:

Cathy Viets  
905-858-8885  
Cathy.viets@pointclickcare.com

Contractor shall provide the Program Manager's credentials upon a written request from the State, including resume, qualifications, and references. The Department will work with the Contractor to resolve performance issues, should they arise, with the Program Manager and/or replace the Program Manager if necessary.

Program Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as Contractor's representative for all administrative and management matters. Program Manager must be available to promptly respond during normal Business Hours within Ten (10) hours of inquiries from the State, and be at the site as needed. Program Manager must work diligently and use his/ her best efforts on the Project.

**13.1.3. Change of Program Manager**

Contractor may not replace the Program Manager or change its assignment of Program Manager without providing the State written notice. The replacement Project Manager is subject to the same requirements and Review as set forth above. Contractor shall assign an interim replacement Program Manager immediately, who will continue until a suitable replacement is identified from within or a new Program Manager is hired.

**13.1.4. The Contractor's Strategic Implementation Manager**

The Contractor shall assign a Strategic Implementation Manager who is qualified to perform or supervise the Contractor's obligations under this Agreement. Contractor's Strategic Implementation Manager is:

Kirby Quada  
905-858-8885  
Kirby.quada@pointclickcare.com

Contractor shall provide the Strategic Implementation Manager's credentials upon a written request from the State, including resume, qualifications, and references. The Department will work with the Contractor to resolve performance issues, should they arise, with the Strategic Implementation Manager and/or replace the Strategic Implementation Manager if necessary.

**13.1.5. Change of Strategic Implementation Manager**

Page 24 of 51  
Contractor Initials: \_\_\_\_\_  
Date: 6/14/2022

DS  
JER

**STATE OF NEW HAMPSHIRE**  
**THE DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**SS-2022-OCOM-09-EVENT-01 - Event Notification System**  
**EXHIBIT B – STATEMENT OF WORK**  
**BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

---

Contractor may not replace the Strategic Implementation Manager or change its assignment of Strategic Implementation Manager without providing the State written notice. The replacement Strategic Implementation Manager is subject to the same requirements and Review as set forth above. Contractor shall assign an interim replacement Strategic Implementation Manager immediately, who will continue until a suitable replacement is identified from within or a new Strategic Implementation Manager is hired.

**13.1.6. [RESERVED]**

**13.1.7. The Contractors Additional Project Staff**

The State considers the following individuals to be Key Project Staff for this Project:

Rachel Burnard Sr. Clinical Solutions Lead

The State reserves the right to require removal or reassignment of Key Project Staff who are found unacceptable to the State. Contractor shall not change Key Project Staff commitments without providing the State written notice and obtaining the prior written approval of the State. State approvals for replacement of Key Project Staff will not be unreasonably withheld. The replacement Key Project Staff shall have comparable or greater skills than Key Project Staff being replaced.

**13.2. The State Key Project Staff**

**13.2.1. The State Contract Manager**

The State shall assign a Contract Manager who shall function as the State's representative with regard to Contract administration. The State Contract Manager is:

David Wieters  
David.E.Wieters@dhhs.nh.gov

**13.2.2. The State Project Manager**

The State shall assign a Project Manager. The State's Project Manager is:

Henry Lipman, Medicaid Director  
Henry.D.Lipman@dhhs.nh.gov

The State Project Manager's duties shall include the following:

- a. Leading the Project;
- b. Engaging and managing all Contractors working on the Project;
- c. Managing and helping to mitigate or resolve significant issues and risks;
- d. Reviewing and accepting Contract Deliverables;
- e. Invoice sign-offs;
- f. Review and approval of Change Orders;
- g. Managing stakeholders' concerns.

DS  
JER

**STATE OF NEW HAMPSHIRE**  
**THE DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**SS-2022-OCOM-09-EVENT-01 - Event Notification System**  
**EXHIBIT B – STATEMENT OF WORK**  
**BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

---

h. Managing stakeholders' and Subscriber engagement.

**14. WORK PLAN**

The Contractor's Program Manager and the State Project manager shall finalize the Work Plan within Thirty (30) days of the Effective Date and further refine the tasks required to implement the Project. Continued development and management of the Work Plan is a joint effort on the part of the Contractor Program Manager and State Project Managers.

In conjunction with the Contractor's Program Management methodology, which shall be used to manage the Project's life cycle, the Contractor's team and the State shall finalize the Work Plan at the onset of the Project. This plan shall identify the tasks, Deliverables, major milestones, task dependencies, and a payment Schedule required to implement the Project. It shall also address intra-task dependencies, resource allocations (both State and The Contractor's team members), refine the Project's scope, and establish the Project's Schedule.

**15. DATA PROTECTION**

The Contractor shall comply with the DHHS Exhibit K, Information Security Requirements.

**16. SOFTWARE AGREEMENT**

The Contractor shall provide the State with access to the Software Licenses and Documentation set forth in the Contract, and particularly described Exhibit D: Software Agreement

**17. ADMINISTRATIVE SERVICES**

The Contract shall provide the State with the Administrative Services set forth in the Contract, and particularly described in Exhibit E: Administrative Services

**18. TRAINING**

The Contractor shall provide the following Training Services:  
Training to end users at subscribing facilities and providing access to Contractor's "Collective Community" for on demand access to training and knowledge base articles.

**19. TERMS AND DEFINITIONS**

Terms and Definitions applicable to this Contract are identified in Exhibit F: Terms and Definitions.

**20. CONTRACTOR'S CERTIFICATES**

Required Contractor Certificates are attached in Exhibit G.

DS  
JER

**STATE OF NEW HAMPSHIRE**  
**THE DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**SS-2022-OCOM-09-EVENT-01 - Event Notification System**  
**EXHIBIT B – STATEMENT OF WORK**  
**BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

---

*Remainder of this page intentionally left blank*

<sup>OS</sup>  
JER

**STATE OF NEW HAMPSHIRE**  
**THE DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**SS-2022-OCOM-09-EVENT-01 - Event Notification System**  
**EXHIBIT C – PRICE AND PAYMENT SCHEDULE**

---

**EXHIBIT C – PRICE AND PAYMENT SCHEDULE**

The terms outlined in the Payment Schedule is set forth below:

**1. CONTRACT PRICE**

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed the amount indicated in P-37 General Provisions - Block 1.8: Price Limitation. The payment by the State of the total Contract price shall be the only, and the complete reimbursement to the Contractor for all fees and expenses, of whatever nature, incurred by the Contractor in the performance hereof.

**2. TRAVEL EXPENSES**

The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract. The Contractor must assume all travel and related expenses incurred by Contractor in performance of its obligations. All labor rates in this Agreement will be considered "Fully Loaded", including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and any additional out of pocket expenses.

**3. SHIPPING FEES**

The State will not pay for any shipping or delivery fees unless specifically itemized in this Agreement.

**4. INVOICING**

The Contractor shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted shall be subject to the State's prior written approval, which shall not be unreasonably withheld. The Contractor shall only submit invoices for Services or Deliverables as permitted by the Contract. Invoices must be in a format as determined by the State.

The State will pay the correct and undisputed invoice within thirty (30) days of invoice receipt. Invoices will not be backdated and shall be promptly dispatched.

**5. INVOICE ADDRESS**

Invoices may be sent to:

The Department of Health and Human Services

os  
JER



**STATE OF NEW HAMPSHIRE**  
**THE DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**SS-2022-OCOM-09-EVENT-01 - Event Notification System**  
**EXHIBIT C – PRICE AND PAYMENT SCHEDULE**

---

Beth Kelley  
beth.kelly@dhhs.nh.gov  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301

**6. PAYMENT ADDRESS**

Payments shall be made via ACH. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury/state-vendors/index.htm>

**7. OVERPAYMENTS TO THE CONTRACTOR**

The Contractor shall promptly, but no later than fifteen (15) business days, return to the State the full amount of any overpayment or erroneous payment upon discovery or notice from the State.

**8. CREDITS**

The State may apply credits due to the State arising out of this Contract, against the Contractor's invoices with appropriate information attached.

**9. [RESERVED]**

**10. PAYMENT SCHEDULE**

**10.1 Contract Type**

**10.1.1. Activities / Deliverables / Milestones Pricing**

This is a Not to Exceed Contract. The total Contract value is indicated in P-37 General Provisions - Block 1.8: Price Limitation for the period between the Effective Date through date indicated in P-37 General Provisions - Block 1.7: Completion Date. The Contractor shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow the Contractor to invoice the State for the following activities, Deliverables, or milestones appearing in the price and payment tables below, which shall be invoiced on a quarterly basis beginning on the Effective Date:

Program	Annual	Brief Description
---------	--------	-------------------

DS  
JER

**STATE OF NEW HAMPSHIRE**  
**THE DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**SS-2022-OCOM-09-EVENT-01 - Event Notification System**  
**EXHIBIT C – PRICE AND PAYMENT SCHEDULE**

Emergency Department Optimization (EDO) & Collective Platform State Subscription	\$636,577	Design, development, implementation, transition, maintenance, and support of a subscription-based service for all acute care and ambulatory sites for ED optimization and behavioral health programs. Annual cost for first two years to remain the same.
State Portal Access	\$151,069	Design, develop and implement state-level access to one Collective Platform portal for Medicaid programs with a HIPAA-covered Treatment, Payment, or Operations (TPO) relationship. As a part of the Platform access, cohorts, groups, and other functionality would be available to the state to track individuals or cohorts of individuals.
COVID-19 Reporting	\$56,250	Support for COVID-19 reporting, including ability for state to make lab data and/or COVID-19 vaccine data available across the network
Public Health Reporting	\$18,750	State-level reports and tableau dashboards on key public health issues and trends (e.g., Flu season reporting)
Medicaid Utilization Reporting	\$18,750	State-level reports and tableau dashboards on Medicaid utilization trends and insights (e.g., ED Utilization by diagnosis (SPMI))
Total Annual Cost	\$881,396	Pricing reflects a 25% discount given to the state for a bundled contract.

*Remainder of this page intentionally left blank*

DS  
JER

**STATE OF NEW HAMPSHIRE**  
**THE DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**SS-2022-OCOM-09-EVENT-01 - Event Notification System**  
**EXHIBIT D – SOFTWARE AGREEMENT**

---

**EXHIBIT D – SOFTWARE AGREEMENT**

Definitions Specific to this Software Agreement:

“Authorized Purposes” are the purposes and activities for which the State authorizes Contractor, and for which the State is authorized, to use or disclose Patient Data through the Services, which are treatment, payment, health care operations and public health activities, as those terms are used and defined in 45 C.F.R. §§ 160 and 164, and in all cases only as permitted by applicable state and federal law.

“CMT Network” means the software-as-a-service network pursuant to which healthcare entities share Patient Data for Authorized Purposes in support of the appropriate delivery of healthcare and related services and as permitted by applicable state and federal law.

“CMT Policies” means the Security Policy, Sensitive Information Policy, Terms of Use, and such other Contractor defined policies which govern the technical or administrative operation of the CMT Network available at <http://collectivemedical.com/collective-policies/>

“Patient Data” has the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, limited to the information created or received by Contractor from or on behalf of the State or a User. Patient Data includes information that (a) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; (b) identifies the individual (or for which there is a reasonable basis for believing that the information can be used to identify the individual); and (c) is received by Contractor from or on behalf of the State or a User.

“Sensitive Information” is Patient Data which is identified as Sensitive Information pursuant to, and defined in, the Sensitive Information policy available at <https://collectivemedical.com/collective-policies/> or such other URL as Contractor may provide (the “Sensitive Information Policy”), including: (a) Psychotherapy Notes, (b) Alcohol and Drug Treatment Program Information, (c) Mental Health Information, or (d) Sexually Transmitted Disease Information.

“Service Levels” means the service levels set forth herein.

“Services” means the provision of access to the CMT Network via Contractor’s remotely hosted applications and underlying technical services, including any new versions, updates, revisions,

OS  
JER

**STATE OF NEW HAMPSHIRE**  
**THE DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**SS-2022-OCOM-09-EVENT-01 - Event Notification System**  
**EXHIBIT D – SOFTWARE AGREEMENT**

---

improvements, and modifications thereof, as well as certain support services, maintenance, configurations, implementations, and training.

“Terms” of Use or “TOU” means the terms of use for the Services, available at <https://collectivemedical.com/collective-policies/> or such other URL as Contractor may provide.

“Users” means the employees, agents and independent contractors the State authorizes to use the Services.

The terms outlined in the Software Agreement are set forth below:

**1. LICENSE GRANT**

**1.1 [RESERVED]**

**1.2 SAAS -- Grant of Rights**

Subject to the terms of the Software Agreement, Contractor grants the State and its Users a non-exclusive, non-transferable, non-sublicensable right to have its Users: (a) access the features and functions of the Services ordered hereunder solely for the State’s internal business purposes; and (b) view, download and use the content made available to the State and Users through the Services, or by delivery through an integration with another software application as may be mutually agreed by Contractor and the State, solely for use by such User in accordance with the terms of this Software Agreement. The State and Users will use the Services in accordance with the ToU.

The Parties acknowledge that this Agreement is a Services agreement and Contractor will not be delivering copies of the Software to Customer as part of the Agreement.

**1.3 SUBSCRIPTION – Subscription – Subject to the payment of all applicable license fees:**

1.3.1. The contractor hereby grants to the State a non-transferable, non -sub licensable, non-exclusive license to use Software and its associated documentation during the applicable subscription term, subject to the terms of the Contract. The State may allow its agents and Contractors to access and use the Software, and in such event, the State shall first obtain written agreement from such agents and Contractors that each shall abide by the terms and conditions set forth herein.

1.3.2. Feedback. The State acknowledges that Contractor makes available to all of its subscribers on a regular basis improvements to the Services which may be based in whole or in part on feedback provided by its users and the State hereby grants, to the extent the State has the authority to grant, to Contractor a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Services any suggestion, enhancement request, recommendation, correction or other feedback which is provided by the State or its Users and is incorporated into the Services.

Page 32 of 51  
Contractor Initials:  
Date: 6/14/2022

DS  
JER

**STATE OF NEW HAMPSHIRE**  
**THE DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**SS-2022-OCOM-09-EVENT-01 - Event Notification System**  
**EXHIBIT D – SOFTWARE AGREEMENT**

---

1.3.3. Users. Subject to the State’s applicable policies, the State shall grant and revoke authorization for Users in accordance with Contractor’s user authorization policies and procedures. The State is solely responsible for each of its Users’: (a) training, (b) compliance with this Software Agreement and the ToU, (c) compliance with applicable state and federal privacy law (including, without limitation, the HIPAA minimum-necessary standard described in 45 C.F.R. §§ 164.502(b) and 164.514(d)), and (d) use of the Services.

1.3.4. 45 C.F.R. §§ 160 and 164. The State acknowledges and understands that the Services include certain application(s) that enable The State and its Users to access and share information, including Patient Data, electronically with other CMT Network subscribers and users for Authorized Purposes, to the extent permitted by law as of the Effective Date.

1.3.5. Minimum Requirements; Service Levels. Access to the Services is subject to compliance with Contractor’s minimum system requirements which are available at <https://collectivemedical.com/collective-policies/> or such other URL as Contractor may provide. Subject to compliance with such minimum system requirements, Contractor shall provide the Services in accordance with the applicable Service Levels. Access to the Services may require the use of products provided by a third party (“**Third Party Products**”). Contractor assumes no liability and does not make any warranties with respect to Third Party Products

1.4 –[RESERVED]

2. **SOFTWARE TITLE**

Title, right, and interest (including all ownership and intellectual property rights) in the Software provided under this Agreement, and its associated documentation, shall remain with the Contractor.

3. [RESERVED]

4. **RESTRICTIONS**

The State and its Users may only use the Services as described in this Contract and applicable documentation. The State is responsible for ensuring its Users comply with all relevant terms of this Agreement and any failure to comply will constitute a breach by the State. Except as expressly authorized by this Agreement, the State will not, and will not allow any User or other third party to, (a) permit any third party to access or use the Services other than a User, (b) decompile, disassemble, reverse engineer, or otherwise attempt to derive the trade secrets embodied in the Services, (c) use the Services or any Contractor Confidential Information to develop a competing product or service, (d) use any Services, or allow the transfer, transmission, export, or re-

<sup>DS</sup>  
JER

**STATE OF NEW HAMPSHIRE**  
**THE DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**SS-2022-OCOM-09-EVENT-01 - Event Notification System**  
**EXHIBIT D – SOFTWARE AGREEMENT**

---

export of any Services or portion thereof, in violation of any export control laws or regulations administered by the U.S. Commerce Department or any other government agency, © bypass or breach any security device or protection used by the Services or access or use the Services other than by a User through the use of their own then valid access credentials, (f) input, upload, transmit or otherwise provide to or through the Services, any information or materials that are unlawful or injurious, or contain, transmit or activate any harmful or destructive code, or (g) remove any copyright, trademark, proprietary rights, disclaimer, or warning notice included on or embedded in any part of the Services, including any screen displays, etc., or any other products or materials provided by Contractor hereunder. Under no circumstances will Contractor be liable or responsible for any use, or any results obtained by the use, of the Services in conjunction with any services or software that are not provided by Contractor. All such use will be at the State's sole risk and liability.

**5. VIRUSES**

Except as otherwise disclaimed hereunder, © Contractor shall provide Software that is free of viruses, destructive programming, and mechanisms designed to disrupt the performance of the Software in accordance with the Specifications. As a part of its internal development process, Contractor will use reasonable efforts to test the Software for Viruses. Contractor shall also maintain a master copy of the appropriate versions of the Software, free of Viruses. If the State believes a Virus may be present in the Software, then upon its request, Contractor shall provide a master copy for comparison with and correction of the State's copy of the Software.

**6. AUDIT**

Upon forty-five (45) days written notice, the Contractor may audit the State's use of the programs at the Contractor's sole expense. The State agrees to cooperate with the Contractor's audit and provide reasonable assistance and access to information. The State agrees that the Contractor shall not be responsible for any of the State's reasonable costs incurred in cooperating with the audit. Notwithstanding the foregoing, the Contractor's audit rights are subject to applicable State and federal laws and regulations.

**7. SOFTWARE NON-INFRINGEMENT**

Contractor warrants that it has good title to, or the right to allow the State to use all Services, equipment, and Software, including any all component parts thereof such as third party Software or programs that may be embedded in the Software ("Contracted Resources") provided under this Contract, and that such Services, equipment, and Software do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third-party.

ds  
JER

**STATE OF NEW HAMPSHIRE**  
**THE DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**SS-2022-OCOM-09-EVENT-01 - Event Notification System**  
**EXHIBIT D – SOFTWARE AGREEMENT**

---

The Warranty of non-infringement shall be an on-going and perpetual obligation that shall survive termination of the Contract. In the event that someone makes a claim against the State that any Contracted Resources infringe their intellectual property rights, the Contractor shall defend and indemnify the State against the claim provided that the State:

- a. Promptly notifies the Contractor in writing, not later than 30 days after the State receives actual written notice of such claim;
- b. Gives the Contractor control of the defense and any settlement negotiations; and
- c. Gives the Contractor the information, authority, and assistance reasonably needed to defend against or settle the claim.

Notwithstanding the foregoing, the State's counsel may participate in any claim to the extent the State seeks to assert any immunities or defenses applicable to the State.

If the Contractor believes or it is determined that any of the Contracted Resources may have violated someone else's intellectual property rights, the Contractor may choose to either modify the Contracted Resources to be non-infringing or obtain a License to allow for continued use, or if these alternatives are not commercially reasonable, the Contractor may end the License, and require return of the applicable Contracted Resources and refund all fees the State has paid the Contractor under the Contract. The Contractor will not indemnify the State if the State alters the Contracted Resources without the Contractor's consent or uses it outside the scope of use identified in the Contractor's User Documentation or if the State uses a version of the Contracted Resources which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Contracted Resources which was provided to the State at no additional cost. The Contractor will not indemnify the State to the extent that an infringement claim is based upon any information design, Specification, instruction, Software, Data, or material not furnished by the Contractor. The Contractor will not indemnify the State to the extent that an infringement claim is based upon the combination of any Contracted Resources with any products or Services not provided by the Contractor without the Contractor's consent.

**8. CONTROL OF ALL COMPONENT ELEMENTS**

Contractor acknowledges and agrees that it is responsible for maintaining all Licenses or permissions to use any third-party Software, equipment, or Services that are component parts of any Deliverable provided under this Agreement for the entire Term of the Contract. Nothing within this provision shall be construed to require Contractor to maintain Licenses and permissions for Software acquired by the State directly or through third-parties which may be integrated with the Contractor's Deliverables.

DS  
JER

**STATE OF NEW HAMPSHIRE**  
**THE DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**SS-2022-OCOM-09-EVENT-01 - Event Notification System**  
**EXHIBIT D – SOFTWARE AGREEMENT**

---

9. [RESERVED]

10. [RESERVED]

11. **“HIPAA and Related Compliance.**

11.1. Security Policy. Contractor and the State each agree to maintain administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Patient Data as described in Contractor’s security policies which are available at <https://collectivemedical.com/collective-policies/> or such other URL as Contractor may provide (“**Security Policy**”). At no time will Contractor revise the Security Policy to deviate from applicable requirements of the HIPAA Security Rule.

11.2. Business Associate Agreement. Contractor is a Business Associate of the State. The Services are provided subject to the Business Associate Agreement (or similarly named document) entered into between the Parties and referencing this Agreement (“**Business Associate Agreement**” or “**BAA**”), which is attached as DHHS Exhibit I.

11.3. Sensitive Information Compliance. The State and its Users may exchange Sensitive Information in accordance with Contractor’s Sensitive Information Policy.

11.4. HIPAA Compliance. The Services, and the ability to use and disclose Patient Data in support of Authorized Purposes are in compliance with and provided in accordance with 45 CFR § 160 and 164. Contractor shall have the right to terminate this Agreement by giving the State not less than sixty (60) days’ notice of such termination if a Change in Law to 45 CFR § 160 or 164 or any other applicable law renders Contractor’s performance of the Services unlawful, impractical or commercially unreasonable. “**Change in Law**” shall mean any new (or change in any) law, enactment, order, regulation, directive or other similar instrument which as a consequence requires (a) material physical or logical alterations or enhancements to the Services or facilities and systems used to provide the Services; and/or (b) materially changing the sequence, method, manner, location or timing of the provision of the Services, or the systems or personnel used to provide the Services.

12. **Compliance in Using, Disclosing, and Obtaining Data.**

12.1. Information Use & Disclosure Permissions.

12.1.1. The State is solely responsible for ensuring that its disclosure and transmission of Patient Data to the Services (a) is permissible under any applicable notice of privacy practices; (b) is not required to be authorized or consented to by any third party, including any individual to whom it pertains, or if authorization, consent or permission of any person is required, that it has been obtained; (c) is not subject to an agreed or required restriction which would prohibit the disclosure; and (d) is limited to individuals with whom the State has a direct or indirect relationship for treatment, payment or health care operations purposes, or for whom the State is permitted by applicable law to access Patient Data for public or population health purposes. Furthermore, the State hereby represents that it shall at all times ensure

Page 36 of 51  
Contractor Initials:  
Date: 6/14/2022

DS  
JER



**STATE OF NEW HAMPSHIRE**  
**THE DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**SS-2022-OCOM-09-EVENT-01 - Event Notification System**  
**EXHIBIT D – SOFTWARE AGREEMENT**

---

that its use, disclosure and transmission of, and access to, Patient Data via the Services are permitted by and consistent with all applicable federal and state laws, including the HIPAA minimum-necessary standard described in 45 C.F.R. §§ 164.502(b) and 164.514(d).

12.1.2. Without limiting the foregoing, the State acknowledges that Sensitive Information may be subject to additional requirements for notice, consent, or authorization, and limitations on disclosure. As between the State and Contractor, the State is solely responsible for ensuring that any conditions or requirements applicable to Sensitive Information of this or any other type are met as a condition to disclosing, collecting, transmitting, requesting and receiving such Sensitive Information.

12.1.3. As a condition to requesting and receiving Patient Data, the State is responsible for ensuring that the State is authorized to obtain and receive such Patient Data for purposes permitted under applicable federal and state law.

12.1.4. Without limiting the foregoing, to the extent that Contractor determines that the Patient Data contains Sensitive Information, Contractor may limit the State's use of the Services to read-only access, whereby the State's ability to submit Patient Data to or via the Services will be fully or partially restricted.

12.1.5. Subject to applicable law, including the minimum-necessary standard described in 45 C.F.R. §§ 164.502(b) and 164.514(d), and the other limitations set forth in this Agreement, the State's transfer of Patient Data via the Services, whether directly or by way of a third party on behalf of the State, conveys to the receiving party (including Contractor) full rights to use and disclose such Patient Data for the Authorized Purposes. By way of illustration and not limitation, such use or disclosure of Patient Data may consist of data aggregation services (as defined in 45 C.F.R. § 164.501), inclusion in records, disclosure to other parties, creation of derivative works, modification, de-identification (in accordance with 45 C.F.R. §§ 164.502(d) and 164.514(a)-(c)), and destruction, in each case only to the extent that such use or disclosure is pursuant to and consistent with the Authorized Purposes. For the avoidance of doubt, this Agreement does not permit any sale or marketing of Patient Data.

12.2. Patient Data Compliance. The States are responsible for their own compliance with legal requirements and standards that apply to them, including their use and disclosure of Patient Data in compliance with federal and state laws. Contractor is not responsible for the disclosure, transmission or receipt by the State or any User of any Patient Data which is contrary to or prohibited by federal or state law, or for determining or ensuring that any requirement for notice, authorization, consent, or permission which is required as a condition to the disclosure, transmission or receipt of such Patient Data has been met.

12.3. Use of Information by Contractor. The State acknowledges that Contractor may make the following uses of Patient Data, Subscriber Data, and Transactions Data, subject to

Page 37 of 51  
Contractor Initials:  
Date: 6/14/2022

DS  
JER

**STATE OF NEW HAMPSHIRE**  
**THE DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**SS-2022-OCOM-09-EVENT-01 - Event Notification System**  
**EXHIBIT D – SOFTWARE AGREEMENT**

---

additional permissions and restrictions applicable under the Business Associate Agreement between the Parties and, as applicable to Users, the Terms of Use:

12.3.1. Patient Data. Contractor uses and discloses Patient Data as authorized under this Agreement and the applicable Business Associate Agreement.

12.3.2. Subscriber Data. “**Subscriber Data**” means information identifying and pertaining to the State and its Users which Contractor uses to manage and administer the Services and provide support to the State and its Users. Contractor may use Subscriber Data for purposes of providing the Services and provision of related support services, or Contractor’s proper management and administration and as required by law. Subscriber Data does not include Patient Data.

12.3.3. Transaction Data. Contractor may use and disclose data about transactions conducted by, with or for the State (“**Transaction Data**”) to administer, facilitate and improve the Services or to provide additional or new services. Transaction Data does not include Patient Data or Subscriber Data.

12.3.4. Other Data. “**Other Data**” means any data that Contractor derives from Patient Data, Subscriber Data, or Transaction Data that does not include the State’s Confidential Information or any Patient Data or other personally identifiable information. Contractor may use, disclose, market, license, distribute, sell, receive remuneration for, create derivative works of, and otherwise commercialize the Other Data as permitted by applicable law.

12.4. Use of Information by the State Business Associates. If the State engages an individual or entity to provide services on its behalf which requires access to Patient Data from other subscribers which participate in the CMT Network (“**Business Associate**”), the State agrees to require that such Business Associate may only use or disclose Patient Data (a) on the State’s behalf, and (b) for treatment, payment or health care operations activities for individuals with which the State has a relationship consistent with the HIPAA minimum-necessary standard described in 45 C.F.R. §§ 164.502(b) and 164.514(d).

13. **DISCLAIMERS. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICES ARE PROVIDED ON AN AS-IS BASIS ONLY. WITHOUT IN ANY WAY LIMITING THE GENERALITY OF THE FOREGOING, CONTRACTOR DOES NOT REPRESENT OR WARRANT THAT THE SERVICES WILL MEET THE REQUIREMENTS OF ANY PERSON OR WILL OPERATE ERROR-FREE OR CONTINUOUSLY, AND CONTRACTOR MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OR REPRESENTATIONS CONCERNING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE STATE AGREES THAT CONTRACTOR HAS MADE NO AGREEMENTS, REPRESENTATIONS, OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, AND THAT NO OTHER STATEMENT ABOUT THE INFORMATION OR SERVICES PROVIDED UNDER THIS AGREEMENT SHALL BE DEEMED TO BE A WARRANTY EXCEPT TO THE**

Page 38 of 51  
Contractor Initials:  
Date: 6/14/2022

<sup>DS</sup>  
JER

**STATE OF NEW HAMPSHIRE**  
**THE DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**SS-2022-OCOM-09-EVENT-01 - Event Notification System**  
**EXHIBIT D – SOFTWARE AGREEMENT**

---

EXTENT EXPRESSLY STATED AS SUCH A WARRANTY IN A MUTUALLY EXECUTED AMENDMENT TO THIS AGREEMENT. THE INFORMATION AVAILABLE THROUGH THE SERVICES DOES NOT REPRESENT CONTRACTOR'S RECOMMENDATIONS. THE STATE ACKNOWLEDGES THAT THE SERVICES ARE NOT DESIGNED OR INTENDED TO BE RELIED UPON IN ANY ENVIRONMENT IN WHICH THE UNAVAILABILITY OF THE SERVICES COULD LEAD TO DEATH, PERSONAL INJURY, OR PHYSICAL OR ENVIRONMENTAL DAMAGE. CONTRACTOR ASSUMES NO RESPONSIBILITY FOR THE ACCURACY, UP-TO-DATE STATUS, OR COMPLETENESS OF THE PATIENT DATA, NOR FOR SUCH PATIENT DATA'S SUFFICIENCY WITH ANY LEGAL STANDARD. THE STATE ALSO ACKNOWLEDGES AND AGREES THAT THE SERVICES AND PATIENT DATA ARE NOT INTENDED TO BE MEDICAL ADVICE OR INSTRUCTIONS FOR MEDICAL DIAGNOSIS, TREATMENT, OR CARE OF PERSONS BY CONTRACTOR AND THAT THE SERVICES ARE NOT A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, EXAMINATION, DIAGNOSIS, OR TREATMENT AND SHOULD NOT BE USED TO DIAGNOSE, TREAT, CURE, OR PREVENT ANY DISEASE WITHOUT THE SUPERVISION OF A DOCTOR OR QUALIFIED HEALTHCARE PROVIDER. THE STATE ACKNOWLEDGES AND AGREES THAT CONTRACTOR DOES NOT OPERATE OR CONTROL THE INTERNET AND THAT: (A) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE; OR (B) UNAUTHORIZED USERS (E.G., HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE DATA, WEBSITES, COMPUTERS, OR NETWORKS AND THAT CONTRACTOR WILL NOT BE RESPONSIBLE FOR SUCH ACTIVITIES EXCEPT TO THE EXTENT THAT SUCH ACTIVITIES ARE CAUSED BY CONTRACTOR'S BREACH OF ITS INFORMATION SECURITY OBLIGATIONS HEREUNDER. IN NO EVENT SHALL CONTRACTOR BE LIABLE TO THE STATE OR ANY THIRD PARTY FOR DAMAGES CAUSED BY A ZERO-DAY SECURITY EVENT.

**14. Service Levels.**

**Availability:**

"Availability" means the percentage of time each month, exclusive of scheduled maintenance, that the Services web portal for the DHHS Platform (the "Application") shall be available to the State on a continuous basis, 24 hours per day, 7 days per week, 365 days per year. The Contractor commits that the Application will be provided at a monthly Availability of 99.9% or greater.

**Non-Performance Penalties:**

In the event that the Availability percentage falls below the top committed range shown in the table below, The State's subsequent invoice for Services will be credited in an amount equal to the indicated percentage of Subscription Fees prorated for the month of such failure.

Committed Range	
Availability Percentage	

Page 39 of 51  
Contractor Initials:  
Date: 6/14/2022

DS  
JER

**STATE OF NEW HAMPSHIRE**  
**THE DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**SS-2022-OCOM-09-EVENT-01 - Event Notification System**  
**EXHIBIT D – SOFTWARE AGREEMENT**

<b>100% to 99.9%</b>	<b>Service Fees Due As Invoiced</b>
<b>Below Committed Range</b>	
Availability Percentage	Percentage of Monthly Invoice Credit
99.89% - 99.0%	5%
98.99% - 98%	10%
97.99% - 90%	20%
Below 90%	30%

**Non-Performance Remedies:** If Contractor fails to provide the Application on a continuous basis for at least ninety-five percent (95%) of the time for three (3) consecutive calendar months, the State may terminate the Agreement, regardless of any term remaining, without liability for penalties or damages associated with such termination, upon five (5) days prior written notice. In such event Contractor shall refund any prepaid fees for periods after termination.

**Non-Performance Reporting:** Upon request by the State, the Contractor shall provide a report showing Availability based on the foregoing requirements and setting forth the credits, if any, due to the State as provided above. Any credits issued under this Service Level Agreement are cumulative and shall be in addition to any other rights or remedies the State may have under the Agreement or at law or in equity.

**Technical Support**

a. **Escalation Definitions:** Contractor shall acknowledge and correct any Technical Errors (defined below) in the applicable Application reported by the State or otherwise known to Contractor in accordance with the priority levels reasonably assigned by Contractor to such error, as set forth in this Section 5. A “**Technical Error**” may be defined as one of the following:

- “**Severity 1 Error**” means an error that renders the Application inoperative or unavailable or causes a data privacy or security issue.
- “**Severity 2 Error**” means an error that causes a serious work stoppage or makes it impossible for the State or any Users of the Application to accomplish a critical business task.
- “**Severity 3 Error**” means an error that is disrupting work or causing delays or annoyance, but there are workarounds that enable the State or its Users to complete critical business tasks.

<b>Error</b>	<b>Response</b>	<b>Supplier Action to Resolve</b>
	<b>Time/Communications</b>	

Page 40 of 51  
 Contractor Initials:  
 Date: 6/14/2022

DS  
JER

**STATE OF NEW HAMPSHIRE**  
**THE DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**SS-2022-OCOM-09-EVENT-01 - Event Notification System**  
**EXHIBIT D – SOFTWARE AGREEMENT**

Severity Level 1	1 hour - Acknowledgment of receipt of error report and identification of individual assigned to resolve error.	Immediately and continuously work (24 x 7 x 365) until error correction achieved. Escalate if not corrected within 24 hours. If a workaround is provided for a Severity Level 1 Error, Contractor will use continuous work efforts (24 x 7 x 365) to correct the Severity 1 Error unless otherwise agreed by the State in writing.
Severity Level 2	6 hours - Acknowledgment of receipt of error report and identification of individual assigned to resolve error.	Immediately create "Hot Fix" priority software development ticket and provide acceptable workaround or error correction as soon as reasonably possible. If acceptable workaround provided, the Hot Fix Ticket will be re-classified as a Bug Fix Ticket under Severity Level 3 below.
Severity Level 3	48 hours - Acknowledgment of receipt of error report and identification of individual assigned to resolve error.	Create "Bug Fix Ticket" to be prioritized as a software development item as time and resources allow.

- b. Technical Support Reporting Procedures:** the State shall report Severity Level 1 or Level 2 Technical Errors via telephone at (509) 590-4443 and Severity Level 3 Technical Errors via email at [support@collectivemedicaltech.com](mailto:support@collectivemedicaltech.com).
- c. Support Failure Remedies:** If, in any given calendar month, Contractor fails to respond to errors in accordance with the service levels set forth above, the State shall receive a credit on its subsequent applicable Subscription Fee invoice as set forth below.

<b>Response Time Failures</b>	<b>Percentage Credit</b>
Severity 1 Errors -- failure to respond in timely fashion two or more times	10%
Severity 2 Errors -- failure to respond in timely fashion two or more times	5%
Severity 3 Errors -- failure to respond in timely fashion two or more times	2%

*Remainder of this page intentionally left blank*

Page 41 of 51  
 Contractor Initials:  
 Date: 6/14/2022

DS  
JER

**STATE OF NEW HAMPSHIRE**  
**THE DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**SS-2022-OCOM-09-EVENT-01 - Event Notification System**  
**EXHIBIT E – ADMINSTRATIVE SERVICES**

**EXHIBIT E – ADMINISTRATIVE SERVICES**

**1. DISPUTE RESOLUTION**

Prior to the filing of any formal proceedings with respect to a dispute (other than an action seeking injunctive relief with respect to intellectual property rights or Confidential Information), the Party believing itself aggrieved (the “Invoking Party”) shall call for progressive management involvement in the dispute negotiation by written notice to the other Party. Such notice shall be without prejudice to the Invoking Party’s right to any other remedy permitted under the Contract.

The Parties shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between negotiators for the Parties at the following successive management levels, each of which shall have a period of allotted time as specified below in which to attempt to resolve the dispute:

<b>Table E-1.</b>			
<b>DISPUTE RESOLUTION RESPONSIBILITY AND SCHEDULE TABLE</b>			
<b>LEVEL</b>	<b>CONTRACTOR POINT OF CONTACT</b>	<b>STATE POINT OF CONTACT</b>	<b>CUMULATIVE ALLOTTED TIME</b>
Primary	Strategic Initiative Manager	Administrator	Fifteen (15) Business Days
First	Program Manager	Director	Ten (10) Business Days
Second	Contract Manager	Deputy Commissioner	Five (5) Business Days
Third	SVP & General Manager, Acute & Payer	Commissioner	Five (5) Business Days

The allotted time for the first level negotiations shall begin on the date the Invoking Party’s notice is received by the other Party. Subsequent allotted time is days from the date that the original Invoking Party’s notice is received by the other Party.

**2. ACCESS AND COOPERATION**

Subject to the terms of this Agreement and applicable laws, regulations, and policies, the State will provide the Contractor with access to all program files, libraries, personal computer-based Systems, Software packages, Network Systems, security Systems, and hardware as required to complete the contracted Services.

DS  
JER

**STATE OF NEW HAMPSHIRE**  
**THE DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**SS-2022-OCOM-09-EVENT-01 - Event Notification System**  
**EXHIBIT E – ADMINSTRATIVE SERVICES**

---

**3. RECORD RETENTION**

Contractor and its Subcontractors shall maintain all Project records including but not limited to books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. Contractor and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or Contract, as applicable. Access to these items shall be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State during the three (3) year period following termination of the Contract and one (1) year Term following litigation relating to the Contract, including all appeals or the expiration of the appeal period. Contractor shall include the record retention and Review requirements of this section in any of its subcontracts.

**4. ACCOUNTING**

Contractor shall maintain an accounting System in accordance with Generally Accepted Accounting Principles (GAAP). The costs applicable to the Contract shall be ascertainable from the accounting System.

**5. AUDIT**

The Contractor shall allow the State to audit conformance to the contract terms. The State may perform this audit or contract with a third party at its discretion and at the State's expense.

**6. MISCELLANEOUS WORK REQUIREMENTS**

**6.1 Access to State Systems**

In consideration for receiving access to and use of the computer facilities, network, licensed or developed software, software maintained or operated by any of the State entities, systems, equipment, Documentation, information, reports, or data of any kind (hereinafter "Information"), Contractor understands and agrees to the following rules:

**6.1.1. Computer Use**

Page 43 of 51  
Contractor Initials: \_\_\_\_\_  
Date: 6/14/2022

DS  
JER

**STATE OF NEW HAMPSHIRE**  
**THE DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**SS-2022-OCOM-09-EVENT-01 - Event Notification System**  
**EXHIBIT E – ADMINSTRATIVE SERVICES**

---

- a. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.
- b. That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall Contractor access or attempt to access any information without having the express authority to do so.
- c. That at no time shall Contractor access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access.
- d. That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times Contractor must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the State. Only equipment or software owned, licensed, or being evaluated by the State, can be used by Contractor Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.
- e. That if Contractor is found to be in violation of any of the above-stated rules, the Contractor may face default and termination under the Agreement and the individual may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.
- f. That computer use shall follow the State standard policy (Statewide Computer Use Policy is available upon request)

**6.1.2. Email Use**

Email and other electronic communication messaging systems are State of New Hampshire property and are to be used for business purposes only. Email is defined as “internal email systems” or “State-funded email systems.” Contractor understands and agrees that use of email shall follow State standard policy (Statewide Computer Use Policy is available upon request).

**6.1.3. Internet/Intranet Use**

The Internet/Intranet is to be used for access to and distribution of information in direct support of the business of the State of New Hampshire according to State standard policy (Statewide Computer Use Policy is available upon request).

**6.2 State Website Copyright**

All right, title and interest in the State WWW site, including copyright to all Data and information, shall remain with the State. The State shall also retain all right, title and

DS  
JER



**STATE OF NEW HAMPSHIRE**  
**THE DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**SS-2022-OCOM-09-EVENT-01 - Event Notification System**  
**EXHIBIT E – ADMINSTRATIVE SERVICES**

---

interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other Data or information shall, where applicable, display the State's copyright.

**6.3 Workspace Requirement**

The State will work with Contractor to determine requirements for providing necessary workspace and office equipment for Contractor's staff.

**6.4 Workplace Hours**

Unless otherwise agreed to by the State, the Contractor's personnel shall work forty (40) hour weeks between the hours of 8 am and 5 pm (Eastern Time), excluding State of New Hampshire holidays. Changes to this Schedule may be made upon agreement with the State Project Manager.

*Remainder of this page intentionally left blank*

DS  
JER

**STATE OF NEW HAMPSHIRE**  
**THE DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**SS-2022-OCOM-09-EVENT-01 - Event Notification System**  
**EXHIBIT F – TERMS AND DEFINITIONS**

**EXHIBIT F – TERMS AND DEFINITIONS**

The following general contracting terms and definitions apply except as specifically noted elsewhere in this Contract.

TERM	DEFINITION
Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Agreement	A Contract duly executed and legally binding.
Confidential Information or Confidential Data	The definition for this term is located in the Information Security Requirements Exhibit K.
Contract	An Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contractor Confidential Information	Information the Contractor has clearly identified in writing to the State it claims to be confidential or proprietary.

Page 46 of 51  
 Contractor Initials: \_\_\_\_\_  
 Date: 6/14/2022

DS  
JER

**STATE OF NEW HAMPSHIRE**  
**THE DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**SS-2022-OCOM-09-EVENT-01 - Event Notification System**  
**EXHIBIT F – TERMS AND DEFINITIONS**

Data Breach	The definition for this term is located in the DHHS Information Security Requirements Exhibit K.
Deficiency (-ies)/Defects	A failure, shortcoming or error in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, code, or other), provided by the Contractor to the State or under the terms of a Contract requirement.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Enhancements	Updates, additions, modifications to, and new releases for the Software or System, and all changes to the Documentation as a result of improvement in quality, value, or extent.
Hosted Services	Applications, IT infrastructure components or functions that organizations access from external service providers, typically through an internet connection.
Hosted System	The combination of hardware, software and networking components used by the Application Service Provider to deliver the Hosted Services.
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users.
Implementation	The process for making the System fully Operational for processing the Data.

DS  
JER

**STATE OF NEW HAMPSHIRE**  
**THE DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**SS-2022-OCOM-09-EVENT-01 - Event Notification System**  
**EXHIBIT F – TERMS AND DEFINITIONS**

Non-Public Information	Information, other than Personal Information, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.
Operational	Operational means that the System is ready for use and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued Acceptance.
Personal Information	The definition for this term is located in the DHHS Information Security Requirements Exhibit K.
Proposal	The submission from a Vendor in response to the Request for a Proposal.
Security Incident	The definition for this term is located in the Information Security Requirements Exhibit K.
Software	All Custom and COTS computer programs and applications provided by the Contractor under the Contract.
Software Deliverables	All Custom and COTS Software and Enhancements.
Software License	Licenses provided to the State under this Contract.

**STATE OF NEW HAMPSHIRE**  
**THE DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**SS-2022-OCOM-09-EVENT-01 - Event Notification System**  
**EXHIBIT F – TERMS AND DEFINITIONS**

<p>Software-as-a-Service (SaaS)</p>	<p>The capability provided to the State to use the Contractor’s applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The State does not manage or control the underlying cloud infrastructure including network, servers, Operating Systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.</p>
<p>Specifications</p>	<p>Written details that set forth the requirements which include, without limitation, the RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.</p>
<p>State Data</p>	<p>All Data created or in any way originating with the State, and all Data that is the output of computer processing or of other electronic manipulation of any Data that was created by or in any way originated with the State, whether such Data or output is stored on the State’s hardware, the Contractor’s hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Contractor.</p>
<p>State Fiscal Year (SFY)</p>	<p>The New Hampshire State Fiscal Year (SFY) runs from July 1 of the preceding calendar year through June 30 of the applicable calendar year.</p>
<p>Subcontractor</p>	<p>A person, partnership, or company not in the employment of, or owned by, the Contractor which is performing Services under this Contract under a separate Contract with or on behalf of the Contractor.</p>

DS  


**STATE OF NEW HAMPSHIRE**  
**THE DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**SS-2022-OCOM-09-EVENT-01 - Event Notification System**  
**EXHIBIT F – TERMS AND DEFINITIONS**

System	All Software, specified hardware, interfaces and extensions, integrated and functioning together in accordance with the Specifications.
Term	Period of the Contract from the Effective Date through the Completion Date identified in the P-37 General Provisions or termination.
Verification	Supports the confirmation of authority to enter a computer system application or network.
Warranty	The conditions under, and period during, which the Contractor will repair, replace, or other compensate for, the defective item without cost to the buyer or user. It also delineates the rights and obligations of both parties in case of a claim or dispute.
Warranty Period	A period of coverage during which the Contractor is responsible for providing a guarantee for products and Services delivered as defined in the Contract.

*Remainder of this page intentionally left blank*

**STATE OF NEW HAMPSHIRE**  
**THE DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**SS-2022-OCOM-09-EVENT-01 - Event Notification System**  
**EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES**

---

**EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES**

**1. ATTACHMENTS**

- a. Exhibit G-1 Business and Technical Requirements – Attachment 1
- b. DHHS Exhibits D-K– Attachment 2

**2. CONTRACTOR CERTIFICATES**

- a. Contractor's Certificate of Good Standing
- b. Contractor's Certificate of Vote/Authority
- c. Contractor's Certificate of Insurance

*Remainder of this page intentionally left blank*

## Exhibit G-1 Business and Technical Requirements – Attachment 1

APPLICATION REQUIREMENTS				
State Requirements			Vendor	
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method
<b>GENERAL SPECIFICATIONS</b>				
A1.1	Ability to access data using open standards access protocol (please specify supported versions in the comments field):	M	Yes	Standard
A1.2	Data is available in commonly used format over which no entity has exclusive control, with the exception of National or International standards. Data is not subject to any copyright, patent, trademark or other trade secret regulation.	M	Yes	Standard
A1.3	Web-based compatible and in conformance with the following W3C standards: HTML5, CSS 2.1, XML 1.1	M	Yes	Standard
<b>APPLICATION SECURITY</b>				
A2.1	Verify the identity or authenticate all of the system client applications before allowing use of the system to prevent access to inappropriate or confidential data or services.	M	Yes	Standard
A2.2	Verify the identity and authenticate all of the system's human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services.	M	Yes	Standard
A2.3	Enforce unique user names.	M	Yes	Standard
A2.4	Enforce complex passwords for Administrator Accounts in accordance with DoIT's statewide User Account and Password Policy.	M	Yes	Standard
A2.5	Enforce the use of complex passwords for general users using capital letters, numbers and special characters in accordance with DoIT's statewide User Account and Password Policy.	M	Yes	Standard

DS  
JER

Contractor Initials: \_\_\_\_\_  
Date: 6/14/2022



## Exhibit G-1 Business and Technical Requirements – Attachment 1

A2.6	Encrypt passwords in transmission and at rest within the database.	M	Yes	Standard
A2.7	Establish ability to expire passwords after a definite period of time in accordance with DoIT's statewide User Account and Password Policy.	M	Yes	Standard
A2.8	Provide the ability to limit the number of people that can grant or change authorizations.	M	Yes	Standard
A2.9	Establish ability to enforce session timeouts during periods of inactivity.	M	Yes	Standard
A2.10	The application shall not store authentication credentials or sensitive data in its code.	M	Yes	Standard
A2.11	Log all attempted accesses that fail identification, authentication and authorization requirements.	M	Yes	Standard
A2.12	The application shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place.	M	Yes	Standard
A2.13	All logs must be kept for (XX- days, weeks, or months).	M	Yes	Standard
A2.14	The application must allow a human user to explicitly terminate a session. No remnants of the prior session should then remain.	M	Yes	Standard
A2.15	Do not use Software and System Services for anything other than they are designed for.	M	Yes	Standard
A2.16	The application Data shall be protected from unauthorized use when at rest.	M	Yes	Standard

ds  
JER

Contractor Initials: \_\_\_\_\_  
Date: 6/14/2022

## Exhibit G-1 Business and Technical Requirements – Attachment 1

A2.17	The application shall keep any sensitive Data or communications private from unauthorized individuals and programs.	M	Yes	Standard
A2.18	Subsequent application enhancements or upgrades shall not remove or degrade security requirements.	M	Yes	Standard
A2.19	Utilize change management documentation and procedures.	M	Yes	Standard
A2.20	Web Services : The service provider shall use Web services exclusively to interface with the State's data in near real time when possible.	M	Yes	Standard
A2.21	<p>Logs must be configured using "fail-safe" configuration. Audit logs must contain the following minimum information:</p> <ol style="list-style-type: none"> <li>1. User IDs (of all users who have access to the system)</li> <li>2. Date and time stamps</li> <li>3. Changes made to system configurations</li> <li>4. Addition of new users</li> <li>5. New users level of access</li> <li>6. Files accessed (including users)</li> <li>7. Access to systems, applications and data</li> <li>8. Access trail to systems and applications (successful and unsuccessful attempts)</li> <li>9. Security events</li> </ol>	M	Yes	Standard

**TESTING REQUIREMENTS**

State Requirements		Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method
<b>APPLICATION SECURITY TESTING</b>				
T1.1	All components of the Software shall be reviewed and tested to ensure they protect the State's web site and its related Data assets.	M	Yes	Standard

DS  
JER

Contractor Initials: \_\_\_\_\_  
Date: 6/14/2022 \_\_\_\_\_

## Exhibit G-1 Business and Technical Requirements – Attachment 1

T1.2	The Vendor shall be responsible for providing documentation of security testing, as appropriate. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability.	M	Yes	Standard
T1.3	Provide evidence that supports the fact that Identification and Authentication testing has been recently accomplished; supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users.	M	Yes	Standard
T1.4	Test for Access Control; supports the management of permissions for logging onto a computer or network.	M	Yes	Standard
T1.5	Test for encryption; supports the encoding of data for security purposes, and for the ability to access the data in a decrypted format from required tools.	M	Yes	Standard
T1.6	Test the Intrusion Detection; supports the detection of illegal entrance into a computer system.	M	Yes	Standard
T1.7	Test the Verification feature; supports the confirmation of authority to enter a computer system, application or network.	M	Yes	Standard
T1.8	Test the User Management feature; supports the administration of computer, application and network accounts within an organization.	M	Yes	Standard

OS  
JER

Contractor Initials: \_\_\_\_\_  
Date: 6/14/2022

## Exhibit G-1 Business and Technical Requirements – Attachment 1

T1.9	Test Role/Privilege Management; supports the granting of abilities to users or groups of users of a computer, application or network.	M	Yes	Standard
T1.10	Test Audit Trail Capture and Analysis; supports the identification and monitoring of activities within an application or system.	M	Yes	Standard
T1.11	Test Input Validation; ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.	M	Yes	Standard
T.1.12	For web applications, ensure the application has been tested and hardened to prevent critical application security flaws. ( At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten ( <a href="http://www.owasp.org/index.php/OWASP_Top_Ten_Project">http://www.owasp.org/index.php/OWASP_Top_Ten_Project</a> ).	M	Yes	Standard
T1.13	Provide the State with validation of 3rd party security reviews performed on the application and system environment. The review may include a combination of vulnerability scanning, penetration testing, static analysis of the source code, and expert code review (please specify proposed methodology in the comments field).	M	Yes	Standard
T1.14	Prior to the System being moved into production, the Vendor shall provide results of all security testing to the Department of Information Technology for review and acceptance.	M	Yes	Standard
T1.15	Vendor shall provide documented procedure for migrating application modifications from the User Acceptance Test Environment to the Production Environment.	M	Yes	Standard
<b>STANDARD TESTING</b>				
T2.1	The Vendor must test the software and the system using an industry standard and State approved testing methodology.	M	Yes	Standard
T2.2	The Vendor must perform application stress testing and tuning.	M	Yes	Standard

ds  
JER

Contractor Initials: \_\_\_\_\_  
Date: 6/14/2022

Exhibit G-1 Business and Technical Requirements – Attachment 1

T2.3	The Vendor must provide documented procedure for how to sync Production with a specific testing environment.	M	Yes	Standard
T2.4	The vendor must define and test disaster recovery procedures.	M	Yes	Standard
<b>HOSTING-CLOUD REQUIREMENTS</b>				
<b>State Requirements</b>			<b>Vendor</b>	
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method
<b>OPERATIONS</b>				
H1.1	Vendor shall provide an ANSI/TIA-942 Tier 3 Data Center or equivalent. A tier 3 data center requires 1) Multiple independent distribution paths serving the IT equipment, 2) All IT equipment must be dual-powered and fully compatible with the topology of a site's architecture and 3) Concurrently maintainable site infrastructure with expected availability of 99.982%.	M	Yes	Standard
H1.2	Vendor shall maintain a secure hosting environment providing all necessary hardware, software, and Internet bandwidth to manage the application and support users with permission based logins.	M	Yes	Standard
H1.3	The Data Center must be physically secured – restricted access to the site to personnel with controls such as biometric, badge, and others security solutions. Policies for granting access must be in place and followed. Access shall only be granted to those with a need to perform tasks in the Data Center.	M	Yes	Standard
H1.4	Vendor shall install and update all server patches, updates, and other utilities within 60 days of release from the manufacturer.	M	Yes	Standard
H1.5	Vendor shall monitor System, security, and application logs.	M	Yes	Standard
H1.6	Vendor shall manage the sharing of data resources.	M	Yes	Standard
H1.7	Vendor shall manage daily backups, off-site data storage, and restore operations.	M	Yes	Standard



Contractor Initials: \_\_\_\_\_  
 Date: 6/14/2022

## Exhibit G-1 Business and Technical Requirements – Attachment 1

H1.8	The Vendor shall monitor physical hardware.	M	Yes	Standard
H1.9	Remote access shall be customized to the State's business application. In instances where the State requires access to the application or server resources not in the DMZ, the Vendor shall provide remote desktop connection to the server through secure protocols such as a Virtual Private Network (VPN).	M	Yes	Standard
H1.10	Reserved.	M		
<b>DISASTER RECOVERY</b>				
H2.1	Vendor shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs.	M	Yes	Standard
H2.2	The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced.	M	Yes	Standard
H2.3	Vendor shall adhere to a defined and documented back-up schedule and procedure.	M	Yes	Standard
H2.4	Back-up copies of data are made for the purpose of facilitating a restore of the data in the event of data loss or System failure.	M	Yes	Standard
H2.5	Scheduled backups of all servers must be completed regularly. The minimum acceptable frequency is differential backup daily, and complete backup weekly.	M	Yes	Standard
H2.6	Tapes or other back-up media tapes must be securely transferred from the site to another secure location to avoid complete data loss with the loss of a facility.	M	Yes	Standard

ds  
JER

Contractor Initials: \_\_\_\_\_  
Date: 6/14/2022

## Exhibit G-1 Business and Technical Requirements – Attachment 1

H2.7	Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, the Vendor shall employ the use of database logs in addition to backup media in the restoration of the database(s) to afford a much closer to real-time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business needs.	M	Yes	Standard
<b>HOSTING SECURITY</b>				
H3.1	Reserved.	M		
H3.2	If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted.	M	Yes	Standard
H3.3	Reserved.	M		
H3.4	All components of the infrastructure shall be reviewed and tested to ensure they protect the State's hardware, software, and its related data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity and availability.	M	Yes	Standard
H3.5	Reserved.	M		
H3.6	Reserved.	M		
H3.7	All servers and devices must have event logging enabled. Logs must be protected with access limited to only authorized administrators. Logs shall include System, Application, Web and Database logs.	M	Yes	Standard
H3.8	Operating Systems (OS) and Databases (DB) shall be built and hardened in accordance with guidelines set forth by CIS, NIST or NSA.	M	Yes	Standard
H3.9	Reserved.	M		
H3.10	Reserved.	M		
<b>SERVICE LEVEL AGREEMENT</b>				

DS  
JER

Contractor Initials: \_\_\_\_\_  
Date: 6/14/2022

## Exhibit G-1 Business and Technical Requirements – Attachment 1

H4.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	Yes	Standard
H4.2	The vendor shall maintain the hardware and Software in accordance with the specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M	Yes	Standard
H4.3	The vendor shall repair or replace the hardware or software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Yes	Standard
H4.4	All hardware and software components of the Vendor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc., shall be applied within sixty (60) days of release by their respective manufacturers.		Yes	Standard
H4.5	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:30am to 5:00pm- Monday through Friday EST.	M	Yes	Standard

DS  
JER

Contractor Initials: \_\_\_\_\_  
Date: 6/14/2022



## Exhibit G-1 Business and Technical Requirements – Attachment 1

H4.6	<p>The Vendor shall conform to the specific deficiency class as described:</p> <ul style="list-style-type: none"> <li>o Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service.</li> <li>o Class B Deficiency - Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service.</li> <li>o Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service.</li> </ul>	M	Yes	Standard
H4.7	<p>As part of the maintenance agreement, ongoing support issues shall be responded to according to the following:</p> <ul style="list-style-type: none"> <li>a. Class A Deficiencies - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request;</li> <li>b. Class B &amp; C Deficiencies –The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract.</li> </ul>	M	Yes	Standard
H4.8	<p>The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.</p>	M	Yes	Standard

DS  
JER

Contractor Initials: \_\_\_\_\_

Date: 6/14/2022

## Exhibit G-1 Business and Technical Requirements – Attachment 1

H4.9	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M	Yes	Standard
H4.10	If The Vendor is unable to meet the uptime requirement, The Vendor shall credit State's account in an amount based upon the following formula: $(\text{Total Contract Item Price}/365) \times \text{Number of Days Contract Item Not Provided}$ . The State must request this credit in writing.	M	N	Custom
H4.11	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M	Yes	Standard
H4.12	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M	Yes	Standard
H4.13	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: Server up-time; All change requests implemented, including operating system patches; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M	N	Custom

DS  
JER

Contractor Initials: \_\_\_\_\_  
Date: 6/14/2022

Exhibit G-1 Business and Technical Requirements – Attachment 1

H4.14	The Vendor will give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M	Yes	Standard
<b>SUPPORT &amp; MAINTENANCE REQUIREMENTS</b>				
<b>State Requirements</b>			<b>Vendor</b>	
<b>Req #</b>	<b>Requirement Description</b>	<b>Criticality</b>	<b>Vendor Response</b>	<b>Delivery Method</b>
<b>SUPPORT &amp; MAINTENANCE REQUIREMENTS</b>				
S1.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	Yes	Standard
S1.2	Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M	Yes	Standard
S1.3	Repair Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Yes	Standard
S1.4	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:30am to 5:00pm- Monday through Friday EST.	M	Yes	Standard

DS  
**JER**

Contractor Initials: \_\_\_\_\_  
 Date: 6/14/2022

## Exhibit G-1 Business and Technical Requirements – Attachment 1

S1.5	<p>The Vendor response time for support shall conform to the specific deficiency class as described below or as agreed to by the parties:</p> <ul style="list-style-type: none"> <li>o Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service.</li> <li>o Class B Deficiency - Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service.</li> <li>o Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service.</li> </ul>	M	Yes	Standard
S1.6	<p>The Vendor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.</p>	M	Yes	Standard
S1.7	<p>For all maintenance Services calls, The Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by;</p>	P	Yes	Standard
S1.8	<p>The Vendor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.</p>	P	Yes	Standard

OS  
JER

Contractor Initials: \_\_\_\_\_  
Date: 6/14/2022

Exhibit G-1 Business and Technical Requirements – Attachment 1

<p>S1.9</p>	<p>As part of the Software maintenance agreement, ongoing software maintenance and support issues, shall be responded to according to the following or as agreed to by the parties:</p> <p>a. Class A Deficiencies - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request;</p> <p>b. Class B &amp; C Deficiencies –The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract; or as agreed between the parties.</p>	<p>M</p>	<p>Yes</p>	<p>Standard</p>
-------------	--	----------	------------	-----------------

DS  
JER

Contractor Initials: \_\_\_\_\_  
Date: 6/14/2022

## Exhibit G-1 Business and Technical Requirements – Attachment 1

S1.10	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M	Yes	Standard
S1.11	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M	Yes	Standard
S1.12	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: All change requests implemented; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M	No	Custom
S1.13	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M	Yes	Standard
S1.14	The Vendor shall give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M	Yes	Standard
S1.15	The State shall provide the Vendor with a personal secure FTP site to be used by the State for uploading and downloading files if applicable.	M	Yes	Standard
S1.15	The Vendor shall give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M	Yes	Standard
S1.16	The State shall provide the Vendor with a personal secure FTP site to be used by the State for uploading and downloading files if applicable.	M	Yes	Standard

OS  
JER

Contractor Initials: \_\_\_\_\_  
Date: 6/14/2022 \_\_\_\_\_

## Exhibit G-1 Business and Technical Requirements – Attachment 1

S1.17	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	M	Yes	Standard
S1.18	The Contractor will guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System.	M	Yes	Standard
<b>PROJECT MANAGEMENT</b>				
<b>State Requirements</b>			<b>Vendor</b>	
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method
<b>PROJECT MANAGEMENT</b>				
P1.1	Vendor shall participate in an initial kick-off meeting to initiate the Project.	M	Yes	Standard
P1.2	Vendor shall provide Project Staff as specified in the RFP.	M	Yes	Standard
P1.3	Vendor shall submit a finalized Work Plan within ten (10) days after Contract award and approval by Governor and Council. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, milestones/critical events, task dependencies, vendors and state resources required and payment Schedule. The plan shall be updated no less than <every two weeks.>	M	Yes	Standard
P1.4	Vendor shall provide detailed <bi-weekly or monthly> status reports on the progress of the Project, which will include expenses incurred year to date.	M	Yes	Standard
P1.5	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as project documentation. (Define how- WORD format- on-Line, in a common library or on paper).	M	Yes	Standard
P1.6	Vendor shall provide a full time Project Manager assigned to the project.	M	Yes	Standard

DS  
JER

Contractor Initials: \_\_\_\_\_  
Date: 6/14/2022

Exhibit G-1 Business and Technical Requirements – Attachment 1

P1.7	The Vendor Project Manager, and relevant key staff, shall every three (3) months, beginning in the first month of the Contract, travel to Concord, NH to meet with project representatives from DHHS and the NHID to review past quarter performance and upcoming quarter Plan of Operations. Virtual meetings may be permitted if approved by DHHS.	M	yes	Standard
P1.8	The Vendor's project manager is also expected to host other important meetings, assign contractor staff to those meetings as appropriate and provide an agenda for each meeting.	M	Yes	Standard
P1.9	Meeting minutes will be documented and maintained electronically by the contractor and distributed within 24 hours after the meeting. Key decisions along with Closed, Active and Pending issues will be included in this document as well.	M	Yes	Standard
P1.10	The Project Manager must participate in all other State, provider, and stakeholder meetings as requested by the State.	M	Yes	Standard
P1.11	For the first three (3) months of the Contract, the Vendor shall provide written progress reports, to be submitted to DHHS every two (2) weeks. The reports should be keyed to the implementation portion of the Plan of Operations and include, at a minimum, an assessment of progress made, difficulties encountered, recommendations for addressing the problems, and changes needed to the Plan of Operations.	M	Yes	Standard
P1.12	For the fourth through eighth month of the Contract, the Vendor shall provide a bi-monthly report of the status of progress, it must be received by the tenth business day of the following month. This report must be tied to the performance section of the Plan of Operations and contain at least the following information:	M	No	Custom

**WEBSITE AND SOCIAL MEDIA MANAGEMENT**

State Requirements		Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method
<b>PROJECT MANAGEMENT</b>				

DS  
JER

Contractor Initials: \_\_\_\_\_  
Date: 6/14/2022



Exhibit G-1 Business and Technical Requirements – Attachment 1

W1.1	The Vendor shall work with the Department's Communications Bureau to ensure that any social media or website designed, created, or managed on behalf of the Department meets all of the Department's and NH Department of Information Technology's website and social media requirements and policies.	M	Yes	Standard
------	--	---	-----	----------

<sup>DS</sup>  
JER

Contractor Initials: \_\_\_\_\_  
Date: 6/14/2022

## Exhibit G-1 Business and Technical Requirements – Attachment 1

DELIVERABLES / ACTIVITY / MILESTONES PRICING WORKSHEET			
	DELIVERABLE, ACTIVITY, OR MILESTONE	DELIVERABLE TYPE	PROJECTED DELIVERY DATE
<b>PLANNING AND PROJECT MANAGEMENT</b>			
1	Conduct Project Kickoff Meeting	Non-Software	Will be Defined post Contract Execution
2	Work Plan	Written	Will be Defined post Contract Execution
3	Attestation of background check	Written	See HITRUST certification Report for details.
4	Project Status Reports	Written	Will be provided during Implementation
5	Infrastructure Plan, including Desktop and Network Configuration Requirements	Written	N/A - The solution is a SaaS platform that does not require unique desktop or network configuration.
6	Information Security Plan (ISP)	Written	See HITRUST certification Report for details.
7	Communications and Change Management Plan	Written	Collective will have a dedicated resource assigned to DHHS who will communicate any necessary changes or impacts to DHHS.
8	Software Configuration Plan	Written	During implementation Collective project management team will identify any unique configurations that need to be established based on the workflows requested from DHHS.
9	Systems Interface Plan and Design/Capability	Written	N/A - No interface is required for this project. DHHS will provide a Medicaid beneficiary file on a recurring cadence through and SFTP.
10	Testing Plan	Written	N/A.
11	Data Conversion Plan and Design	Written	N/A
12	Deployment Plan	Written	During the project kick off meeting all milestones will be mutually agreed on and established.

DS

JER

 Contractor Initials:  
 Date: 6/14/2022

## Exhibit G-1 Business and Technical Requirements – Attachment 1

13	Comprehensive Training Plan and Curriculum	Written	During the project kick off meeting all milestones will be mutually agreed on and established.
14	End User Support Plan	Written	During the project kick off meeting all milestones will be mutually agreed on and established.
15	Business Continuity Plan	Written	See HITRUST certification Report for details.
16	Documentation of Operational Procedures	Written	See HITRUST certification Report for details.
17	Bring Your Own Device (BYOD) Security Plan (if applicable)	Written	N/A
18	Data Protection Impact Assessment (DPIA)	Written	See HITRUST certification Report for details.
19	Systems Security Plan (SSP) (the SSP shall include security requirements of the system and describe the controls in place, or planned, for meeting those requirements. The SSP shall also delineates responsibilities and expected behavior of all individuals who access the system)	Written	See HITRUST certification Report for details.
20	Disaster Recovery Plan (DRP)	Written	See HITRUST certification Report for details.
<b>INSTALLATION</b>			
21	Provide Software Licenses if needed	Written	No additional licenses are required outside of the standard Master Service Agreement.
22	Provide Fully Tested Data Conversion Software	Software	NA
23	Provide Software Installed, Configured, and Operational to Satisfy State Requirements	Software	Collective is a SaaS offering that will be configured to meet the requirements of the state.
<b>TESTING</b>			
24	Conduct Integration Testing	Non-Software	Will be provided during Implementation
25	Conduct User Acceptance Testing	Non-Software	Will be provided during Implementation
26	Perform Production Tests	Non-Software	Will be provided during Implementation
27	Test In-Bound and Out-Bound Interfaces	Software	NA
28	Conduct System Performance (Load/Stress) Testing	Non-Software	NA
29	Certification of 3rd Party Pen Testing and Application Vulnerability Scanning.	Non-Software	See HITRUST certification Report for details.

DS  
JER

Contractor Initials: 6/14/2022  
Date: \_\_\_\_\_

## Exhibit G-1 Business and Technical Requirements – Attachment 1

30	Security Risk Assessment (SRA) Report o if PII is part of the Contract, the SRA shall include a Privacy Impact Assessment (PIA) o if BYOD (if personal devices have been approved by DHHS Information Security to use, then the SRA shall include a BYOD section)	Written	See HITRUST certification Report for details.
31	Security Authorization Package	Written	See HITRUST certification Report for details.
<b>SYSTEM DEPLOYMENT</b>			
32	Converted Data Loaded into Production Environment	Software	Collective will receive the Medicaid beneficiary file and upload it so that DHHS can see all encounter data Collective has on those member in the Collective portal.
33	Provide Tools for Backup and Recovery of all Applications and Data	Software	NA
34	Conduct Training	Non-Software	During the project kick off meeting all milestones will be mutually agreed on and established.
35	Cutover to New Software	Non-Software	NA
36	Provide Documentation	Written	During the project kick off meeting all milestones will be mutually agreed on and established.
37	Execute System Security Plan	Non-Software	Need more information on expectation of system security plan.
<b>OPERATIONS</b>			
38	Ongoing Hosting Support	Non-Software	NA
39	Ongoing Support & Maintenance	Software	Collective is a SaaS offering that manages all internal support and maintenance.
40	Conduct Project Exit Meeting	Non-Software	During the project kick off meeting all milestones will be mutually agreed on and established.
41	Contract End of Life Transition	Non-Software	See Master Service Agreement.

DS  
JER

Contractor Initials: \_\_\_\_\_  
Date: 6/14/2022

New Hampshire Department of Health and Human Services  
Exhibit D



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS-  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency



New Hampshire Department of Health and Human Services  
Exhibit D

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.


Place of Performance (street address, city, county, state, zip code) (list each location)


Check  if there are workplaces on file that are not identified here.

Vendor Name: Collective Medical

6/14/2022

Date

DocuSigned by:  
  
 Name: Julieann Esper Rainville  
 Title: President

Vendor Initials   
 Date 6/14/2022



New Hampshire Department of Health and Human Services  
Exhibit E

**CERTIFICATION REGARDING LOBBYING**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name: collective medical

6/14/2022

Date

DocuSigned by:

*Julieann Esper Rainville*

Name: Julieann Esper Rainville

Title: President

DS  
JER

Vendor Initials

Date 6/14/2022



**New Hampshire Department of Health and Human Services  
Exhibit F**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

<sup>DS</sup>  
JER





New Hampshire Department of Health and Human Services  
Exhibit F

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Collective Medical

6/14/2022

Date

DocuSigned by:
Julieann Esper Rainville
Name: Julieann Esper Rainville
Title: President

DS
JER



New Hampshire Department of Health and Human Services  
Exhibit G

**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

DS  
JER

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



New Hampshire Department of Health and Human Services  
Exhibit G

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

- 1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: collective medical

6/14/2022

Date

DocuSigned by:  
*Julieann Esper Rainville*  
Name: Julieann Esper Rainville  
Title: President

Exhibit G

Contractor Initials

DS  
JER

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



New Hampshire Department of Health and Human Services  
Exhibit H

**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

- 1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: Collective Medical

6/14/2022

Date

DocuSigned by:  
*Julieann Esper Rainville*  
Name: Julieann Esper Rainville  
Title: President

## New Hampshire Department of Health and Human Services



## Exhibit I

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



## New Hampshire Department of Health and Human Services

## Exhibit I

- I. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

**(2) Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
- I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



## New Hampshire Department of Health and Human Services

## Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

3/2014

Contractor Initials JERDate 6/14/2022



## New Hampshire Department of Health and Human Services

## Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

3/2014

Contractor Initials

JER

Date 6/14/2022





## New Hampshire Department of Health and Human Services

## Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

3/2014

Contractor Initials

JER

Date 6/14/2022



New Hampshire Department of Health and Human Services

Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services

Collective Medical

The State by:

Name of the Contractor

*David Wieters*

*Julieann Esper Rainville*

Signature of Authorized Representative

Signature of Authorized Representative

David wieters

Julieann Esper Rainville

Name of Authorized Representative  
Director IS

Name of Authorized Representative

Title of Authorized Representative

President

Title of Authorized Representative

6/15/2022

6/14/2022

Date

Date



New Hampshire Department of Health and Human Services  
Exhibit J

**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.


The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:


The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Collective Medical

6/14/2022

Date

DocuSigned by:  
  
 Name: Julieann Esper Rainville  
 Title: President

OS.  
  
 Contractor Initials  
 Date 6/14/2022



New Hampshire Department of Health and Human Services  
Exhibit J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

- 1. The DUNS number for your entity is: 829996391
- 2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO                       YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

- 3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO                       YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

- 4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: <input checked="" type="checkbox"/>	_____	Amount: _____
Name: <input checked="" type="checkbox"/>	_____	Amount: _____
Name: <input checked="" type="checkbox"/>	_____	Amount: _____
Name: <input checked="" type="checkbox"/>	_____	Amount: _____
Name: <input checked="" type="checkbox"/>	_____	Amount: _____

## New Hampshire Department of Health and Human Services

## Exhibit K

## DHHS Information Security Requirements



## A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial; public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

DS  
JER

## New Hampshire Department of Health and Human Services

## Exhibit K

## DHHS Information Security Requirements



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

## I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

### A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

## New Hampshire Department of Health and Human Services

## Exhibit K

## DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

## II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

## New Hampshire Department of Health and Human Services



## Exhibit K

## DHHS Information Security Requirements

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

### III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

#### A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a



## New Hampshire Department of Health and Human Services

## Exhibit K

## DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

**B. Disposition**

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

**IV. PROCEDURES FOR SECURITY**

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
  1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

## New Hampshire Department of Health and Human Services

## Exhibit K

## DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

## New Hampshire Department of Health and Human Services

## Exhibit K

## DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

## New Hampshire Department of Health and Human Services

## Exhibit K

## DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

## V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- 
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

**VI. PERSONS TO CONTACT**

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

# State of New Hampshire

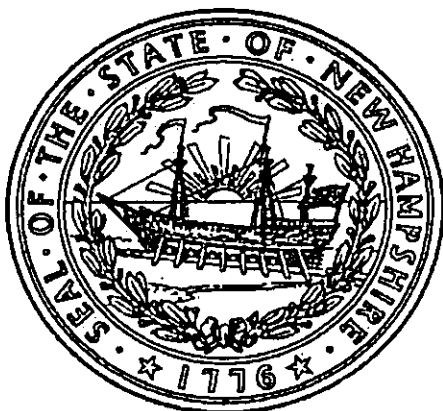
## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that COLLECTIVE MEDICAL TECHNOLOGIES, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on March 06, 2017. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 765683

Certificate Number: 0005791302



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 14th day of June A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State

**CERTIFICATE OF AUTHORITY**

I, Orysia Sumotiuk, hereby certify that:

(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Collective Medical Technologies, Inc.  
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on August 23, 2021, and March 7, 2022, at which a quorum of the Directors/shareholders were present and voting.

(Date)

**VOTED:** That Julieann Esper Rainville, President (may list more than one person)  
(Name and Title of Contract Signatory)

is duly authorized on behalf of Collective Medical Technologies, Inc. to enter into contracts or agreements with the State

(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority was **valid thirty (30) days prior to and remains valid for thirty (30) days** from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 6/15/2022

Orysia Semotiuk  
Signature of Elected Officer  
Name: Orysia Semotiuk  
Title: SVP, Legal & General Counsel

**CSIO****CERTIFICATE OF LIABILITY INSURANCE**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer.  
This certificate does not amend, extend or alter the coverage afforded by the policies below.

<b>1. CERTIFICATE HOLDER - NAME AND MAILING ADDRESS</b>		<b>2. INSURED'S FULL NAME AND MAILING ADDRESS</b>	
State of NH		PointClickCare Technologies Inc.	
Department of Health and Human Services		Collective Medical Technologies, Inc.	
129 Pleasant Street		5570 Explorer Drive	
Concord	NH	POSTAL CODE 03301-3857	Mississauga ON
			POSTAL CODE L4W 0C4

**3. DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS TO WHICH THIS CERTIFICATE APPLIES** (but only with respect to the operations of the Named Insured)  
Limit: Total Underlying Limit: \$25,000,000  
The certificate holder is added as an additional insured to the Commercial General Liability Coverage Policy, but only with respect to liability arising out of operations carried out by or on behalf of the Named Insured, excluding any automobile liability.

**4. COVERAGES**

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated notwithstanding any requirements, terms or conditions of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.

**LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS**


TYPE OF INSURANCE	INSURANCE COMPANY AND POLICY NUMBER	EFFECTIVE DATE YYYY/MM/DD	EXPIRY DATE YYYY/MM/DD	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)		
				COVERAGE	DED.	AMOUNT OF INSURANCE
<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS MADE OR <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> PRODUCTS AND / OR COMPLETED OPERATIONS <input checked="" type="checkbox"/> EMPLOYER'S LIABILITY <input checked="" type="checkbox"/> CROSS LIABILITY  <input type="checkbox"/> WAIVER OF SUBROGATION  <input checked="" type="checkbox"/> TENANTS LEGAL LIABILITY <input type="checkbox"/> POLLUTION LIABILITY EXTENSION <input type="checkbox"/> <input type="checkbox"/>	AXIS Reinsurance Company (Canada Branch) CTC/757861/01/2021	2022/05/18	2023/05/04	COMMERCIAL GENERAL LIABILITY		
				BODILY INJURY AND PROPERTY DAMAGE LIABILITY		
				- GENERAL AGGREGATE		5,000,000
				- EACH OCCURRENCE	2,500	5,000,000
				PRODUCTS AND COMPLETED OPERATIONS AGGREGATE		5,000,000
				<input type="checkbox"/> PERSONAL INJURY LIABILITY OR		5,000,000
				<input checked="" type="checkbox"/> PERSONAL AND ADVERTISING INJURY LIABILITY		
				MEDICAL PAYMENTS		25,000
				TENANTS LEGAL LIABILITY	1,000	5,000,000
				POLLUTION LIABILITY EXTENSION		N/A
Employer's Liability		5,000,000				
<input checked="" type="checkbox"/> NON-OWNED AUTOMOBILES <input checked="" type="checkbox"/> HIRED AUTOMOBILES	AXIS Reinsurance Company (Canada Branch) CTC/757861/01/2021	2022/05/18	2023/05/04	NON-OWNED AUTOMOBILES		5,000,000
				HIRED AUTOMOBILES		
<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> DESCRIBED AUTOMOBILES <input type="checkbox"/> ALL OWNED AUTOMOBILES <input type="checkbox"/> LEASED AUTOMOBILES ** ** ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE				BODILY INJURY AND PROPERTY DAMAGE COMBINED		
				BODILY INJURY (PER PERSON)		
				BODILY INJURY (PER ACCIDENT)		
				PROPERTY DAMAGE		
<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input checked="" type="checkbox"/> Excess	AXIS Reinsurance Company (Canada Branch) CTX/769742/01/2021	2022/05/18	2023/05/04	EACH OCCURRENCE		5,000,000
				AGGREGATE		5,000,000
<b>OTHER LIABILITY (SPECIFY)</b> <input checked="" type="checkbox"/> Primary E/O Tech package <input type="checkbox"/>	AXIS Reinsurance Company (Canada Branch) CTN/757860/01/2021	2022/05/18	2023/05/04		1,000,000	5,000,000

**5. CANCELLATION**

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

<b>6. BROKERAGE/AGENCY FULL NAME AND MAILING ADDRESS</b>		<b>7. ADDITIONAL INSURED NAME AND MAILING ADDRESS</b> (Commercial General Liability- but only with respect to the operations of the Named Insured)	
Arthur J. Gallagher Canada Limited		State of NH	
430 - 55 Standish Court		Department of Health and Human Services	
Mississauga	ON	POSTAL CODE L5R 4B2	129 Pleasant Street
BROKER CLIENT ID:		Concord	NH
			POSTAL CODE 03301-3857

**8. CERTIFICATE AUTHORIZATION**

ISSUER Arthur J. Gallagher Canada Limited	CONTACT NUMBER(S)		
	TYPE	NO.	TYPE
AUTHORIZED REPRESENTATIVE Jennifer Gorf	TYPE	NO.	TYPE
SIGNATURE OF AUTHORIZED REPRESENTATIVE 	DATE 2022/06/14	EMAIL ADDRESS Lydia_Gagne@ajg.com	





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/15/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 2850 Golf Road Rolling Meadows IL 60008  License#: BR-724491	<b>CONTACT NAME:</b> PHONE (A/C No, Ext): 630-773-3800	FAX (A/C, No): 630-285-4006
	<b>E-MAIL ADDRESS:</b>	
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> American Casualty Company of Reading, PA		20427
<b>INSURER B:</b>		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:** 944322253                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N    N/A		WC6080155950	1/1/2022	1/1/2023	X	PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**

**CANCELLATION**

State of NH Department of Health and Human Services 129 Pleasant Street Concord NH 03301-3857	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---